

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY			CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.		
						9B. DATED (SEE ITEM 11)		
						10A. MODIFICATION OF CONTRACT/ORDER NO.		
						10B. DATED (SEE ITEM 11)		
CODE			FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
	D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		
15D. DATE SIGNED				16C. DATE SIGNED				
(Signature of person authorized to sign)				(Signature of Contracting Officer)				

Item 14. Continued.

CHANGES TO PROJECT TABLE OF CONTENTS

1. Replace the Project Table of Contents with the accompanying new Project Table of Contents bearing the notation "ACCOMPANYING AMENDMENT NO. 0004 TO SOLICITATION NO. DACA63-01-R-0013."

CHANGES TO BIDDING REQUIREMENTS, PROJECT REQUIREMENTS, AND CONTRACT CLAUSES

2. Section B Supplies Or Services & Price/Costs.- Replace the Notes, pages B2 through B6, with the accompanying new notes bearing the notation "ACCOMPANYING AMENDMENT NUMBER 0004 TO RFP DACA63-01-R-0013".

3. Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, each section bearing the notation "ACCOMPANYING AMENDMENT NUMBER 0004 TO RFP DACA63-01-R-0013:"

SECTION C DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

SECTION E INSPECTION AND ACCEPTANCE

SECTION F DELIVERIES OR PERFORMANCE

SECTION G CONTRACT ADMINISTRATION DATA

SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION I CONTRACT CLAUSES

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

SECTION M EVALUATION FACTORS FOR AWARD

CHANGES TO SECTION J, ATTACHMENTS

4. Section J, Index.- Replace Section J's Index with the accompanying new Index bearing the notation "ACCOMPANYING AMENDMENT NO. 0004 TO SOLICITATION NO. DACA63-01-R-0013:"

5. Attachment 1 (Division 1 General Requirements Specifications) - Replace the following sections with the accompanying new sections of the same number and title, each section bearing the notation "ACCOMPANYING AMENDMENT NO. 0004 TO SOLICITATION NO. DACA63-01-R-0013:"

01312 CORRESPONDENCE

01454 CONTRACTOR QUALITY CONTROL

6. Attachment 2 (Job Order Contract Technical Specifications) - Replace the Job Order Contract Specifications (Volume III) with the accompanying new Job Order Contract Specifications bearing the notation "ACCOMPANYING AMENDMENT NO. 0004 TO SOLICITATION NO. DACA63-01-R-0013." The changes include the following:

- a. New Sections 09915, 09952, 09680, 09510, 09310, 09660, 10260, 10440, and 12500;
- b. Some sections were renumbered to match the Unit Price Book; and
- c. Some existing sections were replaced with new sections.

END OF AMENDMENT

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-- End of Project Table of Contents --

B.2 OFFERS

a. Each offeror must submit an offer for all line items associated within a "REGION" as described in Section B, "REGION" for the base period and each option period in order to be considered acceptable. Award will be based on the factors outlined in Section M, EVALUATION FACTORS FOR AWARD." Coefficient factors are to be carried no further than two (2) decimal points and shall be submitted on the Pricing Schedule in Section B.

b. The offer shall be "net," (e.g., 1.0) or a percentage "decrease from" (e.g., .95) or "increase to" (e.g., 1.2) to the unit prices listed in Volume III, UNIT PRICE BOOK (UPB). Offerors who submit separate coefficient factors for separate line items will be considered unacceptable and the offer will be rejected.

c. The offeror's Work Plan price coefficient factor must not include costs associated with Construction items, but must include all prime and sub contractor **profit and overhead costs** associated with but not be limited to the following:

1. Corporate, Regional, and Site offices (i.e. Office buildings, office spaces, office trailers, office management, office equipment and supplies, etc)
2. Insurance
3. Compliance with environmental laws, protection and safety
4. Tax Laws
5. Price quotations
6. Contractor adjustments to Government Unit Prices
7. Permits, licenses and fees
8. Mobilization and close-out for total contract and each task order
9. Principles, project management and supervision
10. Technical support staff (i.e. estimator, draftsman/CADD operator, etc.) and associated work
11. Administrative support staff (i.e. clerks, secretaries, assistants, etc.) and associated work
12. Quality Control
13. Travel (includes all associated costs for all personnel except for A-E Service labor (only) to conduct site visits)
14. Marketing and Training (i.e. videos, user guides, brochures, promotions, associated travel, etc)
15. Face-to-Face collaboration with MEDCOM Support Team-Ft. Worth (i.e. progress reviews, negotiations, etc.)
16. Medical Facility interface with on going medical service
17. Interest associated with funding of equipment and payroll
18. Employee payroll taxes, insurance and fringe benefits
19. Risk of lower than expected contract dollar volume
20. Risk of high inflation costs for option periods
21. Risk of poor subcontractor performance and re-performance
22. Other risks of doing business
23. Business taxes, contributions, memberships, corporate headquarters support (legal, financial, etc.)

d. The offeror's Construction price coefficient factor must not include costs associated with Work Plan items, but must include all prime and sub contractor **profit and overhead costs** associated with but not be limited to the following:

1. Corporate, Regional, and Site offices (i.e. Office buildings, office spaces, office trailers, office management, office equipment and supplies, etc)
2. Performance and Payment Bonds (per Army Federal Regulation Supplement (AFARS) 17.9004-2(h))
3. Insurance
4. Compliance with environmental laws, protection and safety
5. Tax Laws
6. Protection for moving of Government property

7. Submittals (i.e. Preparation and distribution of as-builts, CQC Plans, Safety Plans, Accident Prevention Plans, Hazard Analyses, Test Procedures, Tests, Test Reports, Status Reports, Catalog Cut Sheets, Technical Data Sheets, Shop Drawings, etc.)
 8. Price quotations
 9. Contractor adjustments to Government Unit Prices
 10. Clean-up
 11. All waste and excess materials
 12. Permits, licenses and fees
 13. Mobilization and close-out for total contract and each task order
 14. Signs and barriers
 15. Principles, project management and supervision
 16. Technical support staff (i.e. estimator, draftsman/CADD operator, etc.)
 17. Administrative support staff (i.e. clerks, secretaries, assistants, etc.)
 18. Quality Control
 19. Travel (includes all associated costs for all personnel)
 20. Marketing and Training (i.e. videos, user guides, brochures, promotions, associated travel, etc)
 21. Face-to-Face collaboration with MEDCOM Support Team-Ft. Worth (i.e. progress reviews, negotiations, etc.)
 22. Medical Facility interface with on going medical service
 23. Interest associated with funding of equipment and payroll
 24. Employee payroll taxes, insurance and fringe benefits
 25. Risk of lower than expected contract dollar volume
 26. Risk of high inflation costs for option periods
 27. Risk of poor subcontractor performance and re-performance
 28. Other risks of doing business
 29. Business taxes, contributions, memberships, corporate headquarters support (legal, financial, etc.)
 30. The offeror should consider the cost of final clean-up and removal and hauling of trash, debris and rubbish in their coefficient. The Government will not pay nor accept line items for the final clean-up or rubbish hauling, etc., on task orders, unless it is explicitly excluded by the line items in the UPB.
- e. The unit prices stated in the UPB include labor, materials and equipment. The contractor shall assume all risk for labor rate increases after award of a contract.
- f. In regards to the provision in Section L, "SINGLE OR MULTIPLE AWARDS," the Government could make a single or multiple awards under the terms of this RFP. NO PARTIAL AWARDS WILL BE MADE.

B.3 REGION

a. The Government may issue one contract (consisting of two (2) regions) but no more than two (2) contracts (consisting of one (1) region per contract) under this RFP. Multiple awards will be limited to two (2) awards consisting of WEST REGION and EAST REGION. Possible contract award scenarios are as follows:

1. One (1) offeror provides the best overall technical and price proposal for both regions; one (1) contract will be awarded for both regions.
2. The best overall technical proposal for each region is from two separate firms. Two awards will be made.

b. The West Region contains the following states:

- | | |
|----------------|------------------|
| 1. Alaska* | 13. Nebraska |
| 2. Arizona* | 14. Nevada |
| 3. Arkansas | 15. New Mexico |
| 4. California* | 16. North Dakota |
| 5. Colorado* | 17. Oklahoma* |
| 6. Hawaii* | 18. Oregon |
| 7. Idaho | 19. South Dakota |

- | | |
|----------------|-----------------|
| 8. Iowa | 20. Texas* |
| 9. Kansas* | 21. Utah |
| 10. Louisiana* | 22. Washington* |
| 11. Missouri* | 23. Wyoming |
| 12. Montana* | |

*Indicates a Major Medical Facility (See Section C for Locations)

c. The East Region contains the following states/territories:

- | | |
|-------------------|---------------------|
| 1. Alabama* | 16. New Jersey* |
| 2. Connecticut | 17. New York* |
| 3. Delaware | 18. North Carolina* |
| 4. Florida | 19. Ohio |
| 5. Georgia* | 20. Pennsylvania |
| 6. Illinois | 21. Puerto Rico* |
| 7. Indiana | 22. Rhode Island |
| 8. Kentucky* | 23. South Carolina |
| 9. Maine | 24. Tennessee |
| 10. Maryland* | 25. Vermont |
| 11. Massachusetts | 26. Virginia* |
| 12. Michigan | 27. Washington, DC* |
| 13. Minnesota | 28. West Virginia |
| 14. Mississippi | 29. Wisconsin |
| 15. New Hampshire | |

*Indicates a Major Medical Facility (See Section C for Locations)

d. Attached in Section J "CONTRACT REGION MAP", is a Map showing the extents of the East and West regions.

B.4 OPTIONS

a. The Government reserves the right to exercise options to extend the term of this contract as follows:

1. From the original twelve (12) month (Base) Period, followed by a period of twelve (12) months (OPTION 1).
2. From the conclusion of the first twelve (12) month option period (OPTION 1) by a second option period of twelve (2) months (OPTION 2), followed by a third option period of twelve (12) months (OPTION 3), and a fourth and final option period of twelve (12) months (OPTION 4).
3. This will result in a base period with four (4) option periods not to exceed sixty (60) months.
4. The base period will be from date of contract award until sometime between 1 September and 31 October of the following year.
5. The government intends to award option periods sometime between 1 September and 31 October of each year.
6. At the exercising of each option, an economic price adjustment factor will be applied to the schedule of prices originally awarded, per Section B, ADJUSTMENT TO UNIT PRICE FOR OPTION YEARS.

b. It should be noted that if the estimated period or option period contract amount is reached before the completion of the base period, the Government reserves the right to exceed the estimated base period and/or option period amount. However, the Government will not exceed the total contract not-to-exceed amount.

B.5 AREA COST FACTOR (ACF) INDEX

Attached in Section J, EXHIBITS, AREA COST FACTOR INDICES are listed the State, Location, and corresponding ACF index. The Table is an edited version of the ACF list dated 10 March 2000 published by the PAX Newsletter No. 3.2.1 showing CONUS, Alaska, Hawaii and Puerto Rico Army locations, only. All indices have been adjusted based on Fort Lewis, WA as the base Index (1.00).

These factors shall be applied after the Contractor's Zone Coefficient is applied to the UPB cost items. For work in locations not specifically listed in the Table, the State Average will apply.

B.6 WORK HOURS

- a. Normal work hours are defined as: 12:01 a.m. through 11:59 p.m.
- b. It is anticipated that 95% of the work will be performed during the hours of 7:00 a.m. and 9:00 p.m.
- c. Due to the nature of the facilities, the work may be "interrupted" or "extremely restrictive", an adjustment will be made for this type occurrence.

B.7 TASK ORDER LIMITATIONS (Regulatory Changes)

If regulations change during the course of the contract, the task order limitations may be adjusted accordingly by exercise of a unilateral modification.

B.8 PERFORMANCE AND PAYMENT BONDS

Per Army Federal Regulation Supplement (AFARS) 17.9004-2(h), "All cost associated with bonding shall be included in the coefficient."

B.9 ADJUSTMENT TO UNIT PRICE FOR OPTION YEARS

This economic adjustment will be applied to the labor, equipment and material costs in the UPB and added to the contractor's coefficient. This allows for economic increase/decrease of the prices in the UPB. This adjusts the line item prices by the percentage increase/decrease of the economic trend of the construction market. This adjustment will be based on the Building Cost Index found in the Market Trend pages of the Engineering News Record. This economic adjustment is not applied to the items contained in the coefficient. The adjustment will be made in accordance with the following equation. Such resulting prices shall be applied throughout the option year.

$$N = C + I$$

Where: N = New Coefficient

C = Base Year Coefficient

I = Increase Factor (% increase from base to option year)

The Index Factor, I, shall be computed according to the following equation:

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$$I = \frac{BCI-N}{BCI-C} - 1$$

Where: BCI-N is the Building Cost Index at the time the option is exercised (building cost index for the date of the start of the option period), as published in the ENR.

BCI-C is the Building Cost Index for the date of the award of the contract, as published in the ENR for CONUS or an equivalent for OCONUS. The BCI-C is _____, based on the award date of _____.

If the BCI or the ENR ceases to be published, the parties shall agree on substitute indices.

EXAMPLE: For the base year of a contract the coefficient is 1.10. The cost to the Government for a line item whose cost is \$100.00 is $1.10 \times \$100.00 = \110.00 .

For the first option year the coefficient will be adjusted as follows:

$$I = \frac{BCI - N}{C} - 1 = \frac{.3111.86}{1.10} - 1 = 1.0133 - 1 = .0133$$

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BCI - C 3071.10

For example proposes, BCI-N was taken from the January 29, 1995 issue, and BCI-C was taken from the January 3, 1994 issue.

The new coefficient would be calculated as follows:

$$N = C + I = 1.10 + 0.0133 = 1.1133$$

The above line item under the option period would be $1.1133 \times \$100.00 = \111.33 .

END OF SECTION B

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 MEDICAL TREATMENT FACILITIES

This contract shall apply to all Governmental medical facilities and facilities in the United States including Alaska, Hawaii and Puerto Rico.

Medical Installations (3)

Ft. Detrick, MD
Ft. Sam Houston, TX
Walter Reed, DC

Medical Centers (7)

Brooke-Ft. Sam Houston, TX	William Beaumont-Ft. Bliss, TX
Dwight D. Eisenhower-Ft. Gordon, GA	Womack-Ft. Bragg, NC
Madigan-Ft. Lewis, WA	Tripler-Honolulu, HI
Walter Reed-Washington, D.C.	

Community Hospitals (23)

Basset-Ft. Wainwright, AK	Lyster-Ft. Rucker, AL
Bayne Jones-Ft. Polk, LA	Martin-Ft. Benning, GA
Blanchfield-Ft. Campbell, KY	McDonald-Ft. Eustis, VA
Darnall-Ft. Hood, TX	Moncrief-Ft. Jackson, SC
DeWitt-Ft. Belvoir, VA	Munson-Ft. Leavenworth, MO
Evans-Ft. Carson, CO	Ray Bliss-Ft. Huachuca, AZ
Fox-Redstone Arsenal, AL	Reynolds-Ft. Sill, OK
GEN Leonard Wood-Ft. Leonard Wood, MO	Rodriguez-Ft. Buchanan, PR
Ireland-Ft. Knox, KY	Weed-Ft. Irwin, CA
Irwin-Ft. Riley, KS	William Kellar-USAMC, West Point, NY
Kenner-Ft. Lee, VA	Winn-Ft. Stewart, GA
Kimbrough-Ft. Meade, MD	

Clinics (420)

Health (241)
Dental (91)
Veterinary (88)

C.2 SCOPE OF WORK

C.2.1 Description

C.2.1.1 The contractor shall provide work plans, major repair, minor construction, and operations and maintenance (O&M) relating, but not limited to the civil, architectural, structural, mechanical, electrical, instrumentation, communication, security and safety systems of Government medical and other facilities in a timely, high quality and cost effective manner.

C.2.1.2 Codes and Standards. All work performed under this contract shall conform to the requirements herein, all applicable Federal, State, and local laws, regulations, codes, or directives. In addition, all work on facilities under this contract shall conform to the codes and requirements governing the operation of a medical facilities such as MEDCOM regulations,

National Fire Protection Association, Joint Commission on Accreditation of Health care Organizations Center for Health Promotion and Preventive Medicine (CHPPM), the Joint Commission of Accreditation on Health Care Organization (JCAHO), and Management of the Environment of Care Standards Life Safety Management Standards. The contractor shall remain abreast of any changes in codes that impact these facilities. All codes and standard requirements shall be based on the latest edition of codes applicable at the time the task order is issued. All work shall comply with local, state, federal, national, or military codes, whichever is the most stringent. The contractor shall notify the Contracting Officer when major modifications are required to maintain code compliance. The contractor shall implement minor changes into his program. The contractor shall insure that all work provided meets or exceeds the scope of work for each task order, and any special specifications included with the individual task order or included in any applicable documents.

C.2.1.3 Work plan activities shall include but not be limited to consultations, reports, studies, analyses, calculations, surveying, detailed written scopes, specifications, architectural layout plans (i.e. functional analyses, bubble diagrams, comprehensive interior designs and renderings), sketches, drawings, budget estimates, cost proposals, and construction schedules.

C.2.1.4 Civil work shall include but not be limited to excavation, trenching, shoring, fill, compaction, erosion control, and fences.

C.2.1.5 Architectural work shall include but not be limited to windows, doors, hardware, cabinetry, and interior/exterior finishes.

C.2.1.6 Structural work shall include but not be limited to drains, culverts, bridges, walkways, roadways, parking lots, pilings, foundations and buildings.

C.2.1.7 Mechanical work shall include but not be limited to heating, ventilation, and air conditioning (HVAC) systems and components, refrigeration systems, material transport systems, automatic box conveyor systems, transient tubes, incinerators, fuel lines, elevators, escalators, dumb waiters, casecart lifts, pneumatic tube systems and sterilization systems, as well as plumbing systems including water, solid, and hazardous waste control, and medical gas and vacuum systems.

C.2.1.8 Electrical work shall include but not be limited to power and service supplies, distribution, and utilization systems (including lighting), power generators and uninterrupted power supplies (UPS).

C.2.1.9 Instrumentation work shall include but not be limited to plant management systems, using direct digital technology and fire alarm systems.

C.2.1.10 Communication work shall include but not be limited to medical nurse call, paging, telephonic, and computer networks.

C.2.1.11 Security work shall include but not be limited to perimeter barricades, and intrusion detection and surveillance systems.

C.2.1.12 Safety work shall include but not be limited to life safety, medical safety/hygiene, and fire suppression systems.

C.2.1.13 Asbestos and/or lead based paint (LBP) abatement may be required separately or in conjunction with work on the above-described facility systems.

C.2.1.14 Ancillary work necessary to support the repair/alteration/construction or to restore the work area to the condition prior to the repair/alteration/construction is required.

C.2.1.15 It is anticipated that approximately 20 percent of this contract may be for non-medical facility work.

C.2.1.16 This objective will be achieved through the implementation of task orders issued under the terms of this contract for all of the herein described tasks and/or additional tasks described in specific task orders.

C.2.2 Execution

C.2.2.1 The Contractor shall execute the work under the direction of a Contractor Program Manager approved by the Contracting Officer. All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output.

C.2.2.2 The Contractor shall furnish, upon receipt of a Request for Proposal (RFP) or task order, all plant, labor, tools, equipment, and materials (except as indicated otherwise in the specifications) and perform all work in strict accordance with terms, conditions, special contract requirements, the specifications, drawings, attachments, and exhibits contained in the contract or incorporated by reference. The contractor may be required to meet compressed schedules to assist the facility staff with preparation for agency, command and JCAHO surveys. Facilities will be identified in each Task Order. Work will vary from site to site and will require extensive knowledge of the functional operation relating to the efficient use of the facility equipment, and facility support systems, and building structures. Since the facilities may be in full operation, the contractor shall minimize interference with the daily operation of the MTF.

C.2.2.3 The Contractor shall provide all planning, programming, administration, and management necessary to execute all work as specified. The contractor shall provide related services such as preparing and submitting required reports, performing administrative work and submitting necessary information as specified under this contract and within each task order.

C.2.2.4 The Government will provide the basic requirement to the Contractor detailing the work to be accomplished. The Contractor shall provide all labor, material and equipment in sufficient quantities to meet approved requirements. Upon receipt of a task order, the contractor shall coordinate the start of work with the Contracting Officer's Representative (COR) and the Medical facility point of contact identified in the task order. The Contractor shall complete all work under this contract in accordance with schedules established in each task order. Submittal dates will be included in the task order. These dates identify when submittals are due in the issuing office and other addresses identified in the task order. Types and numbers of submittals and dates and places for review meetings shall be established by each task order.

C.2.2.5 Task Orders: The activities to be performed by the Contractor under this contract and subsequent task orders are described in general terms below (this list is not all inclusive). The specific tasks to be performed will be identified in each task order. The Contracting Officer reserves the right to modify scopes and time periods in the task order. At the completion of each approved task order, the results, documented and conceptual, becomes the property of the Government. It remains the Contracting Officer's decision as to if there will be another task order awarded.

C.2.2.5.1 Work Plan: Work plan activities under this contract shall be conducted by and/or under the supervision of Registered Professional Engineers (PEs) according to the technical discipline(s) required for the work involved in conformance with the U.S. Army Corps of Engineers, Ft. Worth District Architectural and Engineering Instruction Manual (AEIM) (See Section J for AEIM). Throughout this contract, the term Engineers includes Architects. Work Plan activities may be ordered in several stages. Each stage is severable and distinct from the other stages:

- a. Stage 1: Schematic Design Submittal (5% Design) (Army)
- b. Stage 2: Pre-Concept Control Data Submittal (10% Design) (Army)
- c. Stage 3: Project Engineering Brochure Submittal (15% Design) (Army)
- d. Stage 4: Concept Design Submittal (35% Design) (Army)
- e. Stage 5: Preliminary Design Submittal (65% Design)
- f. Stage 6: Final Design Submittal (100% Design)

C.2.2.5.1.1 Work plan activities may be ordered in several stages. Each stage shall be executed unilaterally or bilaterally by task order depending on clarity of requirement as defined in the UPB. Each stage is severable and distinct from the other stages. Each Stage stands alone as a complete deliverable from 0% Design, however, adjustments to prices shall be made accordingly if previous stages/tasks have already been performed by deducting the applicable line item(s). If a bilateral task order is desired, the COR will issue to the contractor a Request for Proposal (RFP). The contractor shall be responsible for describing the work involved and estimating the level of effort required to perform the requested work. Within the timeframe prescribed in the RFP (i.e. typically within seven (7) and not less than three (3) calendar days, however, there may be occasions when proposals may be required within twenty-four (24) hours), the contractor shall return to the COR a detailed description and cost proposal for items required to perform the work requested. Upon approval of the contracting officer and receipt of a task order, the contractor shall coordinate the start of work with COR and the Medical facility point of contact identified in the task order. The work shall be completed within the performance times provided on the task order. Work shall be in compliance with applicable codes. See Section H for Ordering Procedures.

C.2.2.5.1.2 Upon approval of the contracting officer and receipt of a task order, the contractor shall coordinate the start of work with the COR and the Medical facility point of contact identified in the task order. The work shall be completed within the performance times provided on the task order. Work shall be in compliance with applicable codes and references. All work plan documents shall be provided in a bound document or document set(s) which is/are clearly tabbed, indexed, and/or marked for easy use. As the Government expands its collaborative capability via the internet, the Contractor shall be required to interface work plan documents in part or whole with government computer systems for informational, collaborative and historical purposes. See Section H for Ordering Procedures.

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C.2.2.5.1.3 The contractor shall provide work plan documents as specified in each task order. The contractor shall provide functionally complete and technically credible work plan documents regardless of how much information is initially provided by the Government. The contractor shall submit a draft of the work plan documents for government review within the time frame specified. Upon receipt of government comments, unless otherwise specified, the Contractor shall re-submit the document with all changes incorporated in the time frame specified. Each revision shall include a discrete revision number, date revised, summary of revisions referencing location in document(s), and revision number at point of revision. The final document shall be endorsed by the Facility Manager's signature. The approved final document shall bear the signature of the COR and be marked "approved final," signifying that the document is complete. See Section H for Ordering Procedures; See specifications for Design Quality Control (**DQC**) requirements.

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a. When professional services are ordered, the document requires endorsement by PE Stamp(s) obtained or provided by the contractor according to the technical discipline associated with the work involved.

b. The document cover page (including cover pages of subsequent revisions) shall bear the signatures of the contractor's quality control, project and program managers, indicating their full review of and concurrence with the entire document submitted, attesting to its technical merit, quality and completeness.

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C.2.2.5.1.4 Work Plans at any stage may be regarded as execution documents and used as a basis to negotiate and awarded for construction, if deemed, by the Contracting Officer, that it is sufficient for use to negotiate and construct. Unless otherwise specified in each task order, to the extent required by the AEIM for that stage or provided in the contractor's coefficient, the execution documents shall include, but not be limited to, the following basic components, at no additional cost to the government, each separately endorsed by the Facility Manager's signature:

- a. Site Visit Memorandum
- b. Project Phasing Data Sheets
- c. Photographs of Existing Conditions
- d. Engineering Analysis and Calculations
- e. Detailed written Scope of Work
- f. Drawings
- g. Detailed Cost Proposal
- h. Specifications (from contract for pre-priced items, from other **government determined sources (i.e. Corps of Engineers Guide Specifications, Medical Guide Specifications, etc.)** for non-pre-priced items, and for pre-priced items where **contract specifications need clarification and/or** are not included in the contract)
- i. Catalog Cuts
- j. Detailed Construction Schedule (submittals, NTP, long lead items, phases, trades, etc.)
- k. Phasing Plan
- l. ENG FORM 4288 (RMS) Submittal Register
- m. DA Form 1354 (RMS) Transfer and Acceptance of Military Real Property

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When professional services are ordered, documents **d., e., f., and h.** (above) require endorsement by PE Stamp(s) obtained or provided by the contractor according to the technical discipline associated with the work involved.

The Execution Document Package (EDP) cover page (including cover pages of subsequent revisions) shall bear the signatures of the contractor's quality control, project and program managers, indicating their full review of and concurrence with the entire execution document package submitted, attesting to it's technical merit, quality and completeness.

The contractor shall submit a draft of the EDP for government review in the time frame specified. Upon receipt of government comments, unless otherwise specified, the Contractor shall re-submit the document with all changes incorporated within the time frame specified.

Upon receipt of the fully endorsed EDP, the COR will schedule and conduct negotiations with the Contractor to establish final construction scope and cost, and definitize the EDP. Upon completion of negotiations, unless otherwise specified, the Contractor shall re-submit the EDP with all negotiated changes incorporated within seven (7) calendar days from the date of negotiations.

Each revision shall include a discrete revision number, date revised, summary of revisions referencing location in document(s), and revision number at point of revision. The approved EDP shall bear the signature of the COR and be marked "approved final," signifying that the EDP is complete.

C.2.2.5.1.5 Errors, Omissions and Clarifications: Any engineering and technical services required to correct errors and omissions, and provide clarifications due to ambiguities in work plans shall be at no additional cost to the government.

C.2.2.5.2 Construction: The Contractor shall perform major repair and minor construction defined in each task order. The Contractor shall provide all labor, material and equipment in sufficient quantities to meet approved requirements. Upon receipt of a task order, the contractor shall coordinate the start of work with Contracting Officer's Representative (COR) and the

Medical facility point of contact identified in the task order. The Contractor shall be capable of mobilizing the required work force within ten (10) calendar days of Notice to Proceed (NTP) which may be issued at the time of task order award. The work shall be completed within the performance times provided on the task order. Work shall be in compliance with applicable codes as described in this contract (See Section H for Ordering Procedures; See Specifications for Contractor Quality Control (CQC) requirements)

a. **Submittals:** Prepare and submit project specific documents in accordance with the submittal requirements under the task order and this contract.

b. **Pre-Construction Conference:** Schedule a pre-construction conference with the Contracting Officer's Authorized Representative for review and coordination of the items of work as described in the final negotiated scope of work.

c. **Work Progress:** Begin work in accordance with the approved work plan following the approved work schedule. As work progresses, the contractor shall meet, but not be limited to, the following basic requirements:

1. **Safety:** Adhere to the approved plan for site safety and health, prepared and submitted for the individual task order.

2. **CQC:** Adhere to the approved quality control program, prepared and submitted for the individual task order.

3. **Weekly Progress Reports:** Submit weekly progress reports starting second week after issuance of the task order and post to Contractor's Internet Web Site.

4. **Monthly Progress Photographs:** Submit monthly progress photographs starting with first invoice for progress payment. These photographs shall be furnished in the form of high resolution digital *.jpg images on 3-1/2" floppy computer disks, provided with each progress invoice and posted to Contractor's Internet Web Site.

5. **As-Built Drawings:** As the project progresses, the contractor shall maintain redline as-built drawings at the site, which reflects the status of the project. At the completion of the project the contractor shall submit final as-built drawings **in hard copy and on CADD files in accordance with the Fort Worth District AEIM standards.**

6. **Tests:**

(a) Conduct tests of new and modified system/equipment and obtain Government inspection/approval.

(b) At an agreed time stated in the task order, prior to the completion of the installation/modification, the Contractor shall submit to the Contracting Officer and Authorized Installation Representative a copy of a proposed testing plan necessary to prove the system/equipment meets the operating standards promulgated by the design. This testing shall meet JCAHO standards. As a minimum, this testing plan shall contain:

- 1) Project number
- 2) System/Equipment description
- 3) Specific requirements for system/equipment test
- 4) Results of test

(C) After approval by the Contracting Officer, the Contractor shall schedule the implementation of this testing plan at a time convenient for the Contracting Officer to have Authorized Installation Representative observe.

7. **O&M Manuals:** Prepare operation and maintenance manuals, for the new and/or modified system/equipment.

(a) Operating manuals will be used by Government personnel at the installation to operate the modified system/equipment, and maintenance manuals will be used to identify and perform required preventive and corrective maintenance on the installed/modified system after completion of all work. (See Section H: operation and Maintenance 52.9020-4001 MED)

(b) Operation and maintenance procedures and documentation utilized in the operating and maintenance manuals shall meet JCAHO, AHA, and NFPA standards.

(c) Operating manuals shall be in accordance with ER 25-345-1, comprehensive, and cover the total operation. The operating manuals shall contain step-by-step methods for operating each separate component and for operating the systems in a systematic manner. These manuals shall show the location of the item being described and provide a clear and concise narrative description of the item, its operating function, characteristics, and its interrelationship with other

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system components. The maintenance manual shall provide comprehensive details of complex components and parts with illustrations of how the components and parts are systematically arranged and located. The maintenance instructions shall prescribe the manufacturer's recommended schedule for preventive maintenance plans. The instructions shall clearly identify seasonal maintenance requirements and state the frequencies for all maintenance and/or operations.

(d) The manuals shall include the manufacturer's name, model number, service manual, and parts list for each major system component and subcomponent.

(e) Framed instructions, encased in environmentally protective covering, shall be prepared in a manner consistent with the final configuration of the system/equipment at the end of the task order. They shall include system/equipment diagrams and condensed operating and maintenance instructions. A complete set shall be placed at strategic operating locations on the system/equipment. The operating and maintenance manuals shall be provided in a bound document which is clearly tabbed, indexed, and marked for easy use.

8. O&M Training:

(a) Prepare training program and train Government personnel in operation and maintenance of new and modified system/equipment

(b) The training program shall be based on ER 25-345-1 and in accordance with JCAHO standards as specified below.

(c) The program shall provide instruction on operation, troubleshooting, maintenance and repair of equipment and systems modified or installed under each task order. Instructions shall include both a classroom phase and a practical application phase. The course material shall include the operation and maintenance plans and manuals as instructional materials. The program shall be conducted in facilities directed by the Government.

(d) At an agreed time stated in the task order, prior to the completion of the installation/modification, the Contractor shall prepare a training outline and submit to the Government for review. The training course outline shall identify for each block of instructions: the teaching objectives, the time and length of instruction, the location of instruction, the training aids required, the recommended audience, and a brief description of the contents. The training course outline shall be assembled in a notebook, tabbed for each block of instructions.

(e) The Contractor shall provide training for Government personnel to operate, maintain, and repair equipment and systems after the completion of system testing in accordance with each task order.

9. **Warranties:** Provide equipment and construction warranties.

10. Submit certified list of standard equipment and MFRP service organizations.

11. Certify computer media.

12. **Final Payment:** All task order and contract requirements must be met prior to request for final payment.

13. **Problem Identification:** The Contractor shall identify and document utility problems, failures, and user errors that are or may be a threat to the patient care environment, user mission, safety, security and any other code requirement. When problems are identified, the Contractor shall notify the Contracting Officer for decision on corrective action.

14. Warranty Service Calls:

(a) The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods stated in Section H, WARRANTY.

(b) The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

C.2.2.5.3 Negotiations:

C.2.2.5.3.1 The negotiations, between the Contracting Officer, or Contracting Officer's Authorized Representative and the Contractor, shall begin at a time prescribed by the Government, and convenient to the Contractor. Details covered shall include, but not necessarily be limited to any Work Plan element.

C.2.2.5.3.2 Implementation of the action shall not begin until agreement has been reached between the Contractor and the Government on all Work Plan element(s) and a task order is issued accordingly.

C.2.2.6 **Public Affairs:** The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the Contracting Officer for comment.

C.2.3 Medical Facility Staff Interface:

C.2.3.1 The Contractor shall work in conjunction with the Medical Treatment Facilities staff and other contractor personnel providing services in the facility.

C.2.3.2 The Contractor's Project Manager shall provide a briefing to the staff prior to starting work. The briefing will provide the scope of work of the task order and a schedule for completion of the work. While the contractor is on site, weekly coordination meetings shall be conducted with the facility points of contact. The purpose of these meetings is to anticipate and schedule all operations where mutual effort by both groups is required.

C.2.4 Safety:

C.2.4.1 The Contractor shall comply with Corps of Engineers Manual EM-385-1-1 and safety requirements as specified herein.

C.2.4.2 The Contractor shall establish a comprehensive safety program that shall consist of engineering, education, training, and enforcement of safety standards. All equipment and facilities shall be maintained in accordance with safe engineering practices. In general, safety engineering involves controlling the work situation to minimize safety hazards.

C.2.4.3 The Contractor shall be responsible for planning, organizing, implementing and managing an effective Safety Program that complies with regulatory directives; accident prevention and control, safety education and promotion accident investigation, analysis, and reporting; and coordination in support of occupational health and sanitation.

C.2.4.4 The Contractor shall conduct a monthly safety meeting for all employees. These meetings shall be documented and maintained on file by the contractor.

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C.2.4.5 Accident Reports. The Contractor shall comply with accident reporting requirements as outlined in the U.S. Army Regulation No. 385-40, that will be furnished by the Contracting Officer. All accident reports shall be submitted to the Contracting Officer or Contracting Officer Representative designated in each task order **and Mr. R. B. Maynor, Director of Quality Assurance, U. S. Army Health Facility Planning Agency. In the case of any accident (minor or serious) and/or lost-time injury, the contractor shall, within an hour of it's occurrence, contact Mr. R. B. Maynor by VOICE PAGE and the Contracting Officer or Contracting Officer Representative designated in each task order by phone. The address and phone numbers for Mr. Maynor is as follows:**

**Mr. R. B. Maynor
U. S. Army Health Facility Planning Agency
c/o Bynes-Jones Army Community Hospital
1585 3rd Street
Ft. Polk, LA 71459-5110
VOICE PAGER: 877-379-9659
FAX: 337-531-3981**

C.2.5 Building Security:

C.2.5.1 The Contractor will be provided with keys to allow access to all rooms when required to perform the work. Keys provided to the contractor shall not be removed from the premises of the medical facilities buildings, duplicated, or issued to any individual to be retained in his possession while not physically performing duties included in this specification. All lost keys shall be replaced at the contractor's expense. In the event that a master key is lost by contractor personnel, the contractor shall, at the discretion of the contracting officer, replace all keys and locks in that system. A keying scheme compatible with the remaining building lock system and an equal number of keys existing in the old system shall be furnished at the contractor's expense.

C.2.5.2 Whenever rooms or areas are locked, Contractor employees shall not permit the use of keys in their possession by other persons for the purpose of gaining access to such locked rooms or areas, and, likewise, contractor employees shall not open locked rooms or areas to permit entrance by persons other than the contractor's employees in the fulfillment of their duties. All rooms found locked shall not be left unattended during the assessment process and shall be locked by contractor personnel after completion of their assigned duties.

C.2.5.3 Upon the completion of their duties, Contractor personnel shall turn off all lights in unoccupied areas, unless otherwise coordinated with the Facility Manager/MEDCOM Quality Assurance(QA) Personnel/designated point of Contact (POC/COR). It shall be the responsibility of contractor personnel observing open and/or unlocked windows in their respective work areas to close and secure such windows. Where difficulty is encountered in keeping areas locked or windows closed and locked, the Facility Manager/MEDCOM QA Personnel/designated Point of Contact (POC)/COR shall be notified.

C.2.5.4 There are areas in the facility that require all personnel entering that area to sign a sign-in/ sign-out sheet. The Contractor shall comply with local MEDCOM policies in these areas.

C.2.6 Site Security: The Contractor shall provide site security (fencing, lighting, or guard services) as may be required by each task order. However, at a minimum, the contractor shall maintain the site and all other contractor controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with site security regulations.

C.2.7 Documentation: The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, dates and information necessary for its internal management as well as for Government management of the individual projects and the total program.

C.2.8 Presentations and Meetings: During the life of this contract and individual task orders numerous meetings (i.e. project line item reviews, and site problem resolutions) will be held between representatives of the Government and the Contractor at no additional cost to the government. Time and locations of these meetings shall be identified as required. The Prime Contractor shall be responsible for preparing the minutes of all such meetings. A written draft of the minutes shall be submitted, within 2 working days after the meeting, to the Contracting Officer for review. Upon agreement of the text, the Contractor will transmit the minutes to the Contracting Officer by a serial letter. This document will become the official record of the meeting. Include in the minutes, as a minimum, names of attendees, firms represented, date and place of meeting, subjects discussed, commitments made, conclusions and decisions reached. (See Section 01043 Correspondence)

C.2.9 Permits: The Contractor is responsible for identifying and obtaining all permits from Federal, State, local, or installation agencies (See Section B)

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C.2.10 Contractor Quality Control (CQC) Program: The Contractor shall develop, implement, and document an effective quality control program. **This requirement shall be performed in accordance with Contract Clause "Inspection of Construction," Section E "INSPECTION AND ACCEPTANCE," Specification Section 01430 "DESIGN QUALITY CONTROL (DQC)" and Section 01454 "CONSTRUCTION QUALITY CONTROL (QC)," and other QC provisions in the contract as they apply. The CQC Program shall include provisions for separate generic detailed quality control plans, one each for design and construction, that will apply throughout the life of the contract and used in conjunction with contractor developed supplements to the generic QC plans tailored to each task order to address any special requirements and provide for specific details not included in the generic QC plans. A detailed description of the CQC Program shall be submitted with the Contractor's Technical Proposal. After contract award, the CQC Program shall be submitted to the Contracting Officer for approval within 30 days, or an agreed to shorter period, of award.**

C.2.11 Contractor Performance: The above outline of the principle features of work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor and equipment required by the specifications, plans, and drawings referred to herein.

C.2.12 Environmental Compliance

C.2.12.1 Responsibility: The Contractor is responsible for knowledge of and compliance with all environmental laws, regulations, and programs of the installation, and County, State and Federal agencies whose programs, policies, or laws may relate to the performance of this contract. Compliance with the Environmental Protection Program is included by complying with applicable standards for the prevention, control and abatement of environmental pollution in full cooperation with the Installation, Federal, State, and local Governments, but compliance is not limited to this program alone.

C.2.12.2 Penalty: Penalty charges resulting from citations against Department of Defense, Department of the Army, or its agents, officers, or employees due to the contractor's failure to comply with environmental laws, regulations, and programs that relate to or may arise under the performance of this contract may be deducted or set-off by the Government from any monies due the contractor, and with respect to such citations, the contractor shall further take any remedial actions as directed by such agencies.

C.2.12.3 Asbestos and Lead-Based Paint: When work is in areas suspected of containing asbestos or lead-based paint, the contractor shall notify the Contracting Officer's Authorized Representative immediately. If asbestos and/or lead-based paint are encountered during the course of a project, work shall cease immediately and the Contracting Officer's Authorized Representative notified.

C.2.12.4 Environmental Protection: The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust within reasonable limits and in accordance with federal, state, and local environmental laws.

C.3 MANAGEMENT

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C.3.1 Management Plan: The manpower and staffing requirements for work will vary. Work requirements are set forth herein. The Contractor shall employ adequate manpower capabilities to perform Medical Treatment Facility maintenance, repair and minor construction as specified in each individual task order. The Contractor shall prepare and maintain a management plan to perform tasks orders as they are assigned by the Contracting Officer. The plan shall indicate all categories of personnel employed by the contractor and any subcontractors that will be utilized by the contractor. The plan shall delineate how the contractor will perform work (i.e. Standard Operating Procedures) and maintain adequate staffing and span of control in all of the areas and on multiple task orders, which shall include a comprehensive staff phasing rationale at the

corporate, regional and site-specific levels, based on workload volume, dollar value and distribution. This plan shall also provide the lines of communication for both the contractor's organization and how the contractor will manage subcontract work. This plan shall delineate procedures for solving non-performance/non-compliance issues in a timely manner including verification of solution progress within the contractor's organization and feedback to MEDCOM components (i.e. MTF, RMCs, HFP, MEDCOM HQ, etc) and COR. **The plan shall include details about the Contractor's Comprehensive Training Program to ensure Contractor's personnel gain and maintain fullest understanding of program requirements. The plan shall include details about the Contractor's Project Documentation and Reporting System to ensure Contractor has adequate mechanism to maintain management oversight and ability to disseminate up-to-date project information.** The plan shall delineate how the Contractor will provide for and maintain face-to-face collaboration capability with the MEDCOM Support Team, Ft. Worth. The contractor shall clearly quantify all elements that make up the resulting coefficients in the bid schedule. This plan shall be submitted with the Contractor's Technical Proposal.

AM#0004 C.3.1.1 Contractor's Comprehensive Training Program: The Contractor's Comprehensive Training (CCT) Program shall be used to broadcast to and readily be available to Contractor's employees and subcontractors, the contractor's and government's corporate philosophies and visions as it relates to the MEDJOC Program. The CCT Program shall be used to quickly acclimate the contractor's employees and subcontractors to requirements and processes of the MEDJOC Program. The plan shall include but not be limited to segments describing the MEDJOC Program's mission, process, projects, deliverables, coordination requirements (i.e. within the contractor's organization, with it's sub-contractor's, with the government, etc.), lines of authority and communication within the government's and contractor's organizations, geographic boundaries and locations of government and contractor sites, contractor's expectations of it's own personnel and sub-contractors (i.e. quality, cost, responsiveness, and customer care, etc.) based on the awarded contract which includes the contractor's technical proposal.

AM#0004 C.3.1.1.1 NOT USED.

AM#0004 C.3.1.1.2 NOT USED.

AM#0004 C.3.1.2 NOT USED.

AM#0004 C.3.1.2.1 NOT USED.

AM#0004 C.3.1.2.2 NOT USED.

AM#0004 C.3.1.3 NOT USED.

AM#0004 C.3.1.3.1 NOT USED.

AM#0004 C.3.1.3.2 NOT USED.

AM#0004 C.3.1.4 Contractor Project Documentation and Reporting System. The Contractor's Project Documentation and Reporting System shall be used to broadcast project information and be readily available to Contractor's employees and subcontractors, and the government (i.e. MEDCOM/USACE Facility Support Team at large). If the Contractor intends to use the Internet to disseminate this information, then the provisions in Section J "VIDEO FORMAT FOR WEB/CD PRESENTATION" shall apply. Information made available through this system shall include but not be limited to the following:

- a. Design Schedule**
- b. Construction Schedule**

- c. Project Status
- d. Project Photos
- e. Points of Contact

AM#0004 C.3.1.4.1 NOT USED.

AM#0004 C.3.1.4.2 NOT USED.

AM#0004 C.3.1.5 **Face-To-Face Collaboration:** The Contractor shall delineate how they will provide for and maintain flexible, reliable, clear and uninterrupted face-to-face collaboration capability with the MEDCOM Support Team, Ft. Worth. The purpose of this collaboration shall include but not be limited to weekly project progress reviews, negotiations, over the shoulder work plan reviews, and other program meetings as needed. **If the** Contractor intends to use Video Teleconferencing technology in lieu of "in-person" face-to-face collaboration, then the Contractor shall provide and maintain any necessary connectivity, equipment and/or software at no additional cost to the government. The approved collaboration method shall be ready for use within 30 calendar days of contract award. ~~The approved brochures shall become the property of the contractor.~~ See Section J for Video Teleconferencing and Collaborative Equipment Standards.

C.3.2 Management Staff Stability: The Contractor's Management Plan shall delineate management practices to maintain a stable management staff with ability and experience as required under this contract.

C.3.3 Staff Changes: The Contractor's Management Plan shall delineate management practices to effectively manage staff changes. Any changes from the proposed and accepted management staff must be approved by the Contracting Officer. A request for change to the approved staff, as set forth in his technical proposal, must be submitted in writing to the Contracting Officer 30 days in advance of proposed changes, and shall include current resume(s) as they apply.

C.3.4 Temporary Assignments: The Contractor's Management Plan shall delineate management practices to effectively manage temporary assignments (not to exceed 90 days). Other equally credentialed individuals may be designated to temporarily act for approved staff members; however, forty-eight (48) hours advance notice in writing of such change shall be provided to the Contracting Officer and shall include current resume(s) as they apply.

C.3.5 Restrictions: The contractor shall establish and maintain clear lines of authority with its own personnel and subcontractors.

C.3.5.1 Contractor Staff: The contractor shall establish and maintain a policy restricting personnel relationships (i.e. "personal" or perception of nepotism) that may cloud objectivity within the contractor's chain of command.

C.3.5.2 Subcontractors: The contractor shall not engage in layering of subcontractors. The contractor shall manage all subcontractors directly, rather than through another subcontractor. Program Manager, Project Managers, Project Superintendents, CQC System Manager, and Safety Engineer may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

C.3.6 Resumes: Resumes of all management and engineering personnel shall be submitted as part of the technical proposal. Resumes that have been previously submitted to the Government need not be a part of the individual task order proposal. Military and civilian employees of the U.S. Government shall not be employed by the contractor in performance of any work under the contract, e.g., during off-duty hours, regular hours, or while on annual leave.

C.3.7 Identification Badges: The Contractor shall provide Identification Badges to each employee. The badge shall have the company name, employee's photograph, name, and position title displayed. All Contractor employees must wear the badge in a visible location at all times while working in any Medical Treatment or other Facility under this contract.

C.3.8 Management Staff:

The Contractor must possess a variety of skills in order to perform this effort. There is no limitation on the use of employees with qualifications exceeding those listed minimum qualification standards as set forth below. Unless otherwise specified under this contract, the management staff shall be full-time employees of the prime contractor.

C.3.8.1 Program Manager

C.3.8.1.1 Qualifications: The Program Manager shall have a four-year degree in engineering or construction management; minimum experience of ten years managing and supervising general commercial construction (two years of which included managing and supervising multiple general commercial construction projects in several different locations over several states, five years of which included managing and supervising engineering and medical facilities construction, repair, and alteration, one year of which included Job Order Contracting experience; must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract; possess strong ability to recruit and manage qualified subcontractors and personnel in all associated trades and disciplines; must be able to respond in a timely manner to all contractual agreements, instructions, and inquiries from authorized government personnel; must understand and have knowledge of government service and construction requirements, and this contract in total; must be capable of preparing project proposals, be authorized to negotiate, and accept individual task orders issued under this contract.

C.3.8.1.2 Responsibilities: The Program Manager shall have the direct responsibility for the entire Medical Program executed under this contract and shall report directly to the Head of the Company. The Program Manager shall oversee task accomplishment, administration of all instructions in the task orders during the life of the contract. The Program Manager shall be responsible for the complete coordination of all work under the individual task orders. The contractor Program Manager shall be responsible for ensuring that adequate internal controls and review procedures are followed in order to eliminate conflicts, errors and omissions and for ensuring that all technical requirements are met. This individual shall serve as the single point of contact and liaison between the Contracting Officer and the Contractor. The Program Manager shall conduct weekly progress reviews on all projects with the Contracting Officer and/or Representative.

The Program Manager may provide, at no additional cost to the government, professional engineering and technical services. If the Program Manager elects to provide professional engineering and technical services, then all qualifications and responsibilities of the Project Engineer and Technical Support and Engineering Services requirements under this contract must be met.

The Program Manager may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

C.3.8.2 Project Managers:

C.3.8.2.1 Qualifications: The Project Managers shall have a four-year degree in engineering or construction management; minimum experience of **five years (or minimum experience of ten years in lieu of a four year degree)** managing and supervising general commercial construction

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(one year of which included managing and supervising multiple general commercial construction projects in several different locations over several states, one year of which included managing and supervising medical facilities construction, repair, and alteration, one year of which included Job Order Contracting experience); must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract; possess strong ability to recruit and manage qualified subcontractors and personnel in all associated trades and disciplines; must be able to respond in a timely manner to all contractual agreements, instructions, and inquiries from authorized government personnel; must understand and have knowledge of government service and construction requirements, and this contract in total; must be capable of preparing project proposals, be authorized to negotiate, and accept individual task orders issued under this contract.

C.3.8.2.2 Responsibilities: The Project Managers shall execute the work under the direction of the Program Manager. The Project Managers shall be responsible for the overall management and coordination of individual task orders and shall be the central points of contact with the Government for performance of all work under their assigned oversight.

The Project Managers may provide, at no additional cost to the government, professional engineering and technical services. If the Project Managers elects to provide professional engineering and technical services, then all qualifications and responsibilities of the Project Engineer and Technical Support and Engineering Services requirements under this contract must be met.

Full-time on-site Project Managers may also serve as a Superintendent, Site CQC Officer, and/or Site Safety Officer for a combined role position. However, if this combined role position is chosen, then all qualifications and responsibilities of each requirement under this contract must be met.

Project Managers may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

C.3.8.3 Project Superintendents:

C.3.8.3.1 Qualifications: Project Superintendents shall have five-years experience as superintendents in general commercial construction (one year of which included medical facilities construction, repair, and alteration) as it applies under this contract; must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract.

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C.3.8.3.2 Responsibilities: These individuals shall provide full-time supervision for the execution of the work on site as stated in the individual task order(s) as they apply. The Project Superintendents shall report directly to a designated Project Manager. The Project Superintendents shall conduct weekly progress reviews on all projects under their assigned oversight with the Facility Managers and/or Representatives.

This requirement may be combined with the requirement for a Site Project Manager, Site CQC Officer, and/or Site Safety Officer for a combined role position. However, if this combined role position is chosen, then all qualifications and responsibilities of each requirement must be met.

Project Superintendents may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

The Contractor shall ensure a Project Superintendent presence at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract.

C.3.8.4 Project Engineers:

C.3.8.4.1 Qualifications: Project Engineers must have a degree in engineering in their unique technical disciplines from a recognized four-year college; shall be registered professional engineers with ten-years experience in engineering, design and design review of medical facilities construction, repair, and alteration projects as they apply to the task order or shall at a minimum have three-years experience in engineering, design and design review of medical facilities construction, repair, and alteration projects as they apply to the task order under the supervision of a registered professional engineer with ten-years experience in engineering, design and design review of medical facilities construction, repair, and alteration projects as they apply to the task order. These Professionals must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract.

C.3.8.4.2 Responsibilities: These individuals shall provide professional engineering and technical services in their unique technical disciplines as stated in the individual task orders as they apply.

This requirement may be subcontracted. However, if this requirement is subcontracted, then all qualifications and responsibilities of this requirement under this contract must be met.

C.3.8.5 Technical Support Staff, Non-Engineer:

C.3.8.5.1 Qualifications: Individuals shall have three-years experience in the related technical field in service or construction work as it applies; must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract.

C.3.8.5.2 Responsibilities: The Technical Support Staff shall include but not be limited to technicians (i.e. estimators, draftsmen, and CADD operators) and instrumentation specialists (i.e. DDC, fire, security/intrusion detection).

This requirement may be subcontracted. However, if this requirement is subcontracted, then all qualifications and responsibilities of this requirement under this contract must be met.

C.3.8.6 Contractor Quality Control (CQC) System Manager:

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C.3.8.6.1 Qualifications: The CQC System Manager must have a degree in engineering from a recognized four-year college; shall be a registered professional engineer; shall have formal QC education and/or training (see Specification, **Construction** Quality Control) in building construction inspection; must have a minimum of five years **(or ten years in lieu of a four year degree and professional registration)** experience as a CQC manager and/or senior CQC inspector in construction work as it applies under this contract; must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract. CQC System Manager must be capable of establishing and maintaining an effective quality control system that is in compliance with **Contract Section C, Contractor Quality Control (CQC) Program; Section E, INSPECTION AND ACCEPTANCE; Specification Section 01430 DESIGN QUALITY CONTROL (DQC) and Section 01454 CONSTRUCTION QUALITY CONTROL (QC), and other QC provisions in the contract** as they apply.

C.3.8.6.2 Responsibilities: This individual shall have direct responsibility for the CQC Program and shall report directly to the Head of the Company. The CQC System Manager shall participate in the weekly program level progress review and report on CQC compliance regarding all projects with the Contractor's Program manager, the Contracting Officer and/or Representative.

This requirement may be combined with the requirement for a Safety Engineer for a dual role position. However, if this dual role position is chosen, then all qualifications and responsibilities of each requirement under this contract must be met.

The CQC System Manager may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

C.3.8.7 CQC Officers:

C.3.8.7.1 Qualifications: Full-time on-site and Program level CQC Officers shall have formal QC education and/or training (see Specification, Contractor Quality Control) in building construction inspection. These CQC Officers shall have five-years experience as CQC Officers in construction work as it applies under this contract. The contractor shall furnish written proof of adequate CQC experience and training for government consideration of this dual role; must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract. CQC Officers must be able to execute all CQC Program requirements.

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C.3.8.7.2 Responsibilities: These individuals shall report directly to the CQC System Manager and have direct responsibility for the site quality control.

This requirement may be combined with the requirement for a Safety Officer for a dual role position. However, if this dual role position is chosen, then all qualifications and responsibilities of each requirement under this contract must be met.

CQC Officers may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

The Contractor shall ensure a CQC Officer presence at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract.

C.3.8.8 Safety Engineer:

AM#0001

C.3.8.8.1 Qualifications: The Safety Engineer must have a degree in engineering from a recognized four-year college; shall be a registered professional engineer with five-years **(or ten years in lieu of a four year degree and professional registration)** safety engineering experience in commercial construction. The Safety Engineer must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract. The Safety Engineer must be capable of establishing and maintaining an effective safety program that is in compliance with this contract.

C.3.8.8.2 Responsibilities: This individual shall have direct responsibility for the Safety Program and shall report directly to the Head of the Company. The Safety Engineer shall participate in the weekly program level progress review and report on Safety Program compliance regarding all projects with the Contractor's Program manager, the Contracting Officer and/or Representative.

This requirement may be combined with the requirement for a CQC Manager for a dual role position. However, if this dual role position is chosen, then all qualifications and responsibilities of each requirement under this contract must be met.

Safety Engineer may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

C.3.8.9 Safety Officers:

C.3.8.9.1 Qualifications: Full-time on-site and Program level Safety Officers shall have formal Safety education and/or training in building construction inspection. These Safety Officers shall have five-years experience as Safety Officers in commercial construction work as it applies under

this contract. The contractor shall furnish written proof of adequate safety experience and training for government consideration; must be familiar and conversant with the various codes and standards applicable to Medical Treatment Facility and other work covered by this contract. Safety Officers must be able to execute all Safety Program requirements.

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C.3.8.9.2 Responsibilities: These individuals shall report directly to the Safety Engineer and have direct responsibility for the site safety.

This requirement may be combined with the requirement for a CQC Officer for a dual role position. However, if this dual role position is chosen, then all qualifications and responsibilities of each requirement under this contract must be met.

Safety Officers may not oversee a sub-contractor that they worked for within a 1-year period of being assigned to oversee work under this contract.

The Contractor shall ensure a Safety Officer presence at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract.

C.3.8.10 Contract Administrator (CA):

C.3.8.10.1 Qualifications: As a minimum, the CA should have extensive background in accounting and bookkeeping, should have computer experience and be a proficient typist. Must be capable of dealing with all levels of management, with Government officials, as well as with subcontractor personnel. Must be capable of establishing, managing, and maintaining file systems. Must be familiar with proposal preparation; must know and understand the Job Order Contract and concept. Must have knowledge and understanding of Government Labor laws and regulations as well as subcontractor payrolls. The CA should also have the capability of acting as a purchasing agent.

C.3.8.10.2 Responsibilities: This individual shall have direct responsibility for contract administration.

C.4 REFERENCES

The publications listed below form the basis for the work under this contract. Additional references may be identified as required in task orders. Work done under individual task orders shall utilize the latest issue of the publication dated at the time of award of the task order. When a required publication is not referenced in this list or the task order, the Contractor shall utilize one that has national applications. Where conflicts arise between publications, the most stringent shall apply.

C.4.1 American Hospital Association (AHA):

AHA Maintenance Management for Health Care Facilities

C.4.2 American National Standards Institute (ANSI):

ANSI C2 National Electric Safety Code
ANSI Z88.2 Practices for Respiratory Protection

C.4.3 American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE):

Handbooks Refrigeration Fundamentals
 HVAC System and Equipment
 HVAC Applications

Standard 15 Safety Code for Mechanical Refrigeration

Standards Ventilation for Acceptable Indoor Air Quality

C.4.4 American Society of Mechanical Engineers (ASME)

ASME-13 Boiler and pressure Vessel Code; Section IV, Heating Boilers
ASME-16 Boiler and Pressure Vessel Code; Section VIII, Pressure Vessels Division 1
Basic Coverage
ASME-17 Boiler and Pressure Vessel Code; Section IX, Welding and Brazing
Qualifications

C.4.5 Americans with Disability Act (ADA):

Handbook

C.4.6 Code of Federal Regulations (CFR):

29 CFR 1910 Occupational Safety and Health Standards - General Construction
29 CFR 1926 Occupational Safety and Health Standards - Construction Industry

C.4.7 Department of the Air Force Regulations (AFR):

AFR 88-50 Air Force Facilities

C.4.8 Department of the Army, Corps of Engineers Manual (EM):

EM 385-1-1 Safety and Health Requirements Manual

C.4.9 Department of the Army, Corps of Engineers Regulation (ER):

ER 25-345-1 Military Publications System Operation and Maintenance Documentation

C.4.10 Department of the Army Regulation (AR):

AR 385-40 Accident Reporting Standards

C.4.11 Department of the Army Technical Manuals (TM):

TM 5-810-1 Mechanical Design, Heating, Ventilating, and Air Conditioning
TM 5-810-4 Compressed Air
TM 5-810-5 Plumbing
TM 5-811-1 Electric Power Supply and Distribution
TM 5-811-2 Electric Design, Interior Electrical System
TM 5-811-14 Coordinated Power Systems Protection
TM 5-815-3 Heating, Ventilation, and Air Conditioning (HVAC)

**C.4.12 Department of the Army, Corps of Engineers, Architectural and Engineering
Instructions (AEI):**

AEI Design Criteria
AEI Medical Design Standards

C.4.13 Department of the Army, Corps of Engineers, Ft. Worth District Manual:

Engineering Guidance Design Manual for Architect Engineers

C.4.14 Joint Commission for the Accreditation of Health Care Organizations (JCAHO):

JCAHO Joint Commission for the Accreditation of Health Care Organizations

C.4.15 Military Handbooks (MIL-HDBK):

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MIL-HDBK-1008C Fire Protection

MIL-HDBK-1191 Medical and Dental Treatment Facilities, Design and Construction
Criteria

C.4.16 National Institute of Technology and Standards:

Handbook 135 Life Cycle Cost Analysis

C.4.17 National Fire Protection Association, Inc. (NFPA):

NFPA 31 Installation of Oil Burning Equipment
NFPA 54 National Fuel Gas Code
NFPA 70 National Electric Code
NFPA 99 Health Care Facilities
NFPA 101 Safety to Life from Fire in Building and Structures

C.4.18 National Association of Plumbing - Heating - Cooling Contractors (NAPHCC):

NAPHCC National Standard Plumbing Code (NSPC)

C.4.19 Air Conditioning and Refrigeration Institute (ARI):

ARI 210/240 Unitary Air-Conditioning and Air-Source Heat Pump Equipment
ARI 310 Packaged Terminal Air Conditioners
ARI 320 Water-Source Heat Pumps
ARI 325 Ground Water-Source Heat Pumps
ARI 360 Commercial and Industrial Unitary Air-Conditioning Equipment
ARI 380 Packaged Terminal Heat Pumps
ARI 410 Forced-Circulation Air-Cooling and Air-Heating Coils
ARI 460 Remote Mechanical-Draft Air-Cooled Refrigerant Condensers
ARI 490 Remote Mechanical-Draft Evaporative Refrigerant Condensers
ARI 550 Centrifugal or Rotary Screw Water Chilling Packages
ARI 560 Absorption Water-Chilling Packages
ARI 590 Reciprocating Water-Chilling Packages

C.4.20 Underwriters Laboratories (UL):

UL 06 Gas and Oil Equipment Directory
UL 296 Oil Burners
UL 484 Room Air Conditioners
UL 726 Oil-Fired Boiler Assemblies
UL 795 Commercial-Industrial Gas-Heating Equipment
UL 1995 Heating and Cooling Equipment

C.4.21 Building Codes

All work shall be performed in compliance with the following National Standards and Codes, applicable:

American Institute of Steel Construction (AISC)
American Concrete Institute (ACI)
Uniform Building Code (UBC)
Uniform Plumbing code (UPC)
Uniform Mechanical Code (UMC)
National Electrical Code (NEC)
Life Safety Codes
Joint Commission for the Accreditation of Hospital Organizations (JCAHO)

C.4.22 Federal Specifications (FS):

FS BB-F-1421 (Rev B) Fluorocarbon Refrigerants

C.4.23 Code of Federal Regulations, (CFR):

OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; and OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. Contact the Superintendent of Documents. U.S. Government Printing Office Washington, D.C. 20402

National Emission Standards for Hazardous Air Pollutants (40CFR, Part 61)

Federal Standard (Fed. Std. 313A, Material Safety Data Sheets, Preparation and the Submissions)

C.4.24 MEDCOM:

Plant Management, Fire Detection & Alarm System, and Integrated Security System Specification 1000

Architectural criteria required for building modification, addition, or new building shall be extracted from Corps of Engineers Guide Specifications (CEGS) 13120: STANDARD METAL BUILDING SYSTEMS

AM#0004 C.4.25 ARMY MEDICAL DESIGN GUIDES

AM#0004 C.4.26 MIL Std 1691 - version F Construction And Material Schedule For Military Medical And Dental Facilities

AM#0004 C.4.27 Sheet metal and Air Conditioning Contractor's National Association (SMACNA) Guides

AM#0004 C.4.28 Energy/Telecommunications Industry Associations' (EIA/TIA) TSB-627

AM#0004 C.4.29 DOD Space Planning Criteria

AM#0004 C.4.30 AIA 2001 Guidelines for Design and Construction of Healthcare Facilities

AM#0004 C.4.31 Joint Commission Environment of Care/Infection Control Standards

AM#0004 C.4.32 Center for Disease Control's New Guidelines for Environmental Infection Control in Healthcare Settings

C.5 GENERAL INFORMATION

This section consists of the following documents to be used in the execution of the work under this contract:

C.5.1 Job Order Contract Technical Specifications, Volume II.

C.5.1.1 The Technical specifications, Volume II, are numbered and organized by the 1983 Edition of the Construction Specification Institute's (CSI) Master Format. All specifications are filed in Division 1 through 16 as per CSI guidelines. A division 19 was created specifically for this contract to cover demolition.

C.5.1.2 The index to the Technical Specifications, Volume II, provides cross references to the Unit price Book (UPB), Volume III. Some specifications are broad scope in nature and contain a variety of items; therefore, they will have several UPB designators. Other specifications will not have UPB pricing information; these items are those that are special ordered from the manufacturer or the items involved would be proprietary to each manufacturer's own equipment.

C.5.1.3 The intent of these specifications is to furnish concise industrial and/or commercial standards for maintenance and repair of Government facilities.

C.5.1.4 All work shall meet or exceed applicable Building Codes.

C.5.2 Unit Price Book (UPB), Volume III.

C.5.2.1 The UPB, Volume III, contains pricing information for the description of work to be accomplished and for the unit of measure specified.

C.5.2.2 The UPB, Volume III, consists of Division 1 through 16 that are applicable to Division 2 through 16 and 19 of the Job Order Contract Technical Specifications, Volume II.

C.5.4 Job Order Contracting Guide, dated August 1997

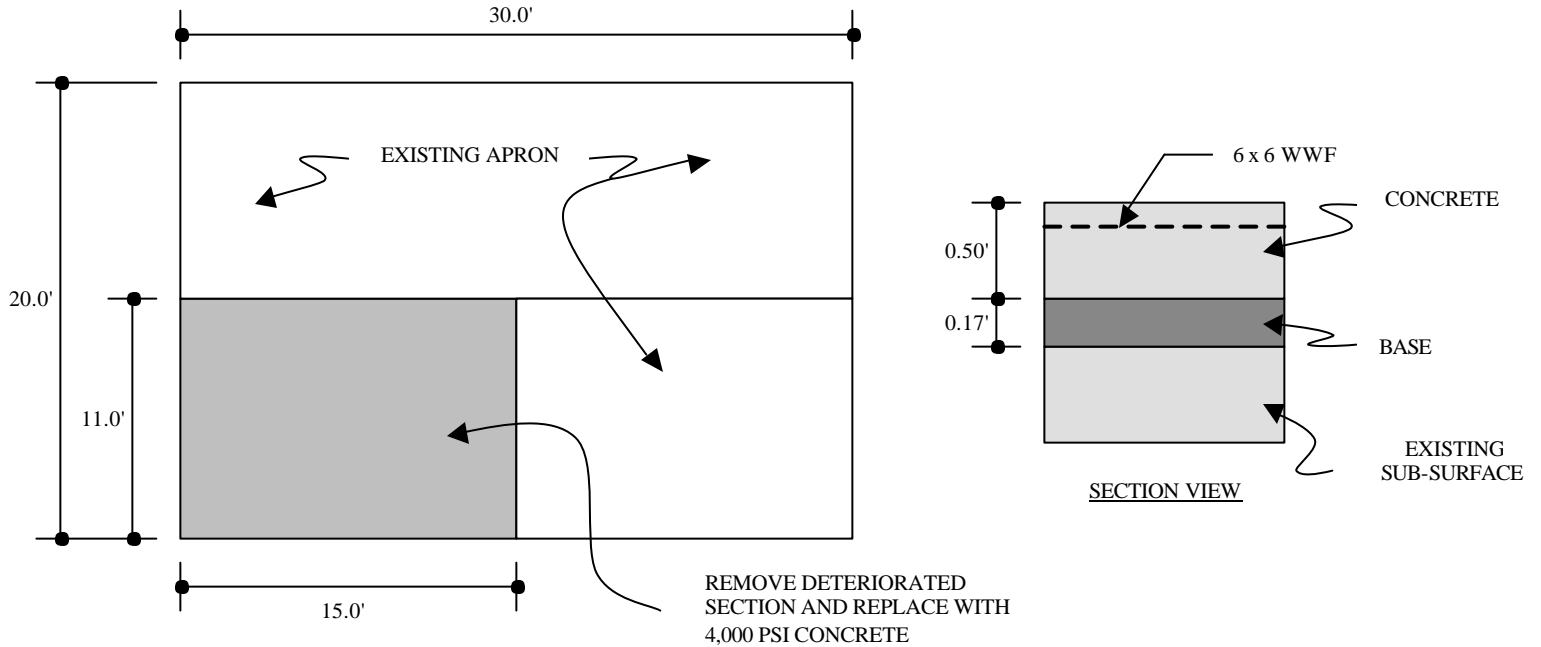
C.5.3 Abbreviations

A list of abbreviations to be used in the UPB, Volume III.

C.6 SAMPLE CALCULATION

The sample calculation that follows illustrates the use of the UPB. All dollar figures are fictitious.

PARKING APRON DEMOLITION AND REPAIR



PARKING APRON DEMOLITION AND REPAIR
SAMPLE CALCULATIONS

1. DEMOLITION - $\frac{11 \times 15}{9} = 18 \text{ SY}$

$\frac{11 \times 15 \times .5}{27} = 3 \text{ CY}$

2. REPAIR -

A. BASE - $\frac{11 \times 15 \times .17}{27} = 1 \text{ CY}$

B. CONCRETE - $\frac{11 \times 15 \times .5}{27} = 3 \text{ CY}$

C. MESH - $11 \times 15 = 165 \text{ SF}$

D. FORMWORK - 26 LF

ACCOMPANYING AMENDMENT NUMBER 0004 TO RFP DACA63-01-R-0013

**PARKING APRON DEMOLITION AND REPAIR
SAMPLE COST PROPOSAL**

<u>LINE ITEM</u>	<u>UPB #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
DEMOLITION					
0001	02112-6005	SAW-CUT PAVEMENT	26 LF	\$ 0.67	\$ 17.42
0002	02112-1201	CONCRETE PAVEMENT W/MESH	18 SY	\$ 3.60	\$ 64.80
REPAIR					
0003	02619-1001	BASE COURSE	1 CY	\$20.27	\$ 20.27
0004	02222-4202	COMPACTION	1 CY	\$ 3.57	\$ 3.57
0005	03110-1611	FORMWORK	26 LF	\$ 1.48	\$ 38.48
0006	03220-1164	WELDED WIRE	165 SF	\$ 0.32	\$ 52.80
0007	03220-1164	CONCRETE (3,000 PSI)	3 CY	\$48.01	\$144.03
0008	03311-3005	MOD FOR (4,000 PSI)	3 CY	\$ 5.67	\$ 17.01
0009	03311-4101	SCREED CONCRETE	165 SF	\$ 0.22	\$ 36.30
0010	03305-1004	CURING COMPOUND	1.65 CSF	\$ 6.23	\$ 10.28
TOTAL DIRECT COST					\$404.96
*COEFFICIENT					x 1.05
SUBTOTAL PRICE					\$425.21
*AREA COST FACTOR					x 1.09
TOTAL PRICE					\$453.48

*Assumptions:

1. Contractor coefficient of 1.05 for Normal Working Hours
2. Area Cost Factor (ACF) of 1.09 for the jobsite location

END OF SECTION C

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SECTION E
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E.1	NOTICE OF COMPLETION OF TASK ORDER
E.2	INSPECTION OF CONSTRUCTION
E.3	252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

SECTION E
INSPECTION AND ACCEPTANCE

E.1 NOTICE OF COMPLETION OF TASK ORDER

The Contractor shall notify the Contracting Officer upon completion of each individual task order. The Contractor shall give a minimum of a two (2) working days' advance notice of the date the work will be fully completed and ready for final inspection (including correction of CQC identified deficiencies as documented by the daily inspection reports).

E.2 INSPECTION OF CONSTRUCTION

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain complete daily inspection records and submit them to the Contracting Officer's Authorized Representative, as identified in each individual task order, every Monday (Tuesday if Monday is a holiday) on all active projects. The daily inspection reports shall include, at a minimum, the following information:

- (1) Superintendent on the job site.
- (2) Number of workers, by trade, on the job site.
- (3) Work being performed and materials being used.
- (4) Guidance given to sub-contractor (meeting deadlines; improving performance; does material meet specifications; workmanship meet standards, etc.).
- (5) Use of protective equipment and compliance of safety and OSHA regulations.
- (6) Weather conditions.
- (7) Inspected and signed by the Contractor's quality assurance personnel.
- (8) submit all warranties prior to final payment.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, and the inspector is not authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may

- (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or
- (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.3 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

END OF SECTION E

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F.4	LIQUIDATED DAMAGES—CONSTRUCTION
F.5	PERIOD OF PERFORMANCE

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

F.2 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This clause specifies the procedures for determination of time extensions for unusually severe weather in accordance with Section I, DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the task order period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The monthly anticipated adverse weather delays shall be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations, as established under individual task orders. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

(c) Upon acknowledgment of the Task Order and continuing throughout the task order, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with Section I, DEFAULT (FIXED PRICE CONSTRUCTION).

F.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

a. The Contractor shall be required to commence work required by a task order at the time specified on the task order, pre-construction conference, prosecute the work and complete the entire work not later than the completion time specified on the task order. The time stated for completion shall include medical facility phasing, submittal approvals, final inspection, correction of punchlist items, and final cleanup of the premises.

b. Payment shall be made in accordance with Section I, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS for each task order.

F.4 LIQUIDATED DAMAGES—CONSTRUCTION

(a) If the Contractor fails to complete the work within the time specified in the task order, or any extension thereof, the Contractor shall pay to the Government as liquidated damages, the minimum amount of \$286.00 for each day of contractor delay. Additional liquidated damages may be assessed as negotiated in each individual task order.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

F.5 PERIOD OF PERFORMANCE

a. This is an indefinite quantity contract for the repair and/or construction of the items specified, effective for a 12 month period or at the point where the stated maximum contract amount (see Section H, MINIMUM CONTRACT VALUE) is reached. This contract also provides for four (4) option periods (not to exceed a total of sixty (60) months (base and four (4) option periods)) to be exercised at the discretion of the Government. Should the estimated maximum base contract amount or option contract amount be reached prior to completion of the base period and/or option periods, the Government reserves the right to exceed the estimated maximum base contract amount and/or option period contract amount. However, the Government will not exceed the total contract amount of \$20,000,000 (for each contract).

b. Delivery or performance shall be specified in each individual task order issued hereunder. Performance time for individual task orders will be negotiated in accordance with Section H, ORDERING PROCEDURES.

c. The task order will also specify the date subcontractor's will be on site performing work. This date will be negotiated and work will be completed within the specified delivery performance time.

END OF SECTION F

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SECTION G
CONTRACT ADMINISTRATION DATA

G.1 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

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G.2 ACCOUNTING AND APPROPRIATION DATA (INDEFINITE DELIVERY)

a. The supplies/services/construction to be obtained by this instrument are authorized by, for the purpose set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same except as otherwise indicated herein.

Guaranteed minimum amount to be paid under the contract is \$80,000.00 based period and \$40,000 for each option period. Funds other than the stated guaranteed minimum shall be obligated by issuance of individual task orders and not by this contract.

b. The appropriate evidence of availability of military/civil funds shall be cited on each individual task order issued under the contract. Individual task order amounts must be a minimum of \$2,000.00, and they may not exceed the AFARS (Army Federal Acquisition Regulation Supplement) threshold applicable at the time of issuance of any task order.

c. The AFARS task order threshold is currently \$500,000.00. Notwithstanding this threshold and the limits specified, these limits are subject to change.

G.3 PERFORMANCE EVALUATION OF CONTRACTOR

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations (per task order, per quarter, etc.) may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be Standard Form (SF) 1420, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be available to all DOD Contracting offices for their future use in determining contractor responsibility, in compliance with DOD FAR SUPP 36.201 (C)(1).

G.4 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the contract number, Work Order Serial Number, and the Task Order number if any.

G.5 CONTRACT ADMINISTRATION

Administration of the task orders under this contract will be performed by the Corps of Engineers, Fort Worth District, Fort Worth, Texas. No changes, deviations, or waivers shall be effective without a modification of the contract, executed by the Contracting Officer, to authorize such changes, deviations, or waivers.

G.6 PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

G.7 PAYMENT OFFICE ADDRESS

Special Disbursing Agent
U.S. Army Engineer District, Fort Worth
Corps of Engineers
P. O. Box 17300
819 Taylor Street
Fort Worth, Texas 76102-0300

G.8 PAYMENT

a. Payment will be made in accordance with Section I, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. Payment for those task orders for which performance time is less than sixty (60) days will be in one final payment, provided the work has been completed and accepted within that time frame. Task orders with a performance time longer than sixty (60) days will allow the Contractor the opportunity to submit monthly invoices for progress or partial payments.

b. Partial payments will not be made without the following documents:

1) Payrolls must be submitted and approved by the Government as acceptable for the period for which payment is requested.
2) All requested submittals, shop drawings, schedules, and other requirements identified in the RFP and Memorandum of Negotiations have been fulfilled and approved by the Government.

3) All Quality Assurance Inspection Reports have been submitted for the period for which payment is requested.

4) Percentage of payment is approved by the Government's Quality Assurance Evaluator.

c. Final payment will not be made without the following:

1) Three (3) copies of O & M manuals.
2) As-builts in accordance with Section H.
3) Final, certified payrolls for all subcontractors.
4) Release of claim letter signed by the contractor's project manager and business manager.
5) Submission of all warranties.

G.9 INVOICES

The Contractor shall submit an original and three copies of all invoices directly to the Contracting Officer and one copy to the Contracting Officer's Authorized Representative identified in each task order. All invoices shall reflect the contract number and the applicable task order number. Each invoice shall be certified by the Contractor as being true, complete, accurate, and due for payment.

END OF SECTION G

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 LANGUAGE (JAN 1990)

For each work group that has employees that do not speak English the contractor will provide a bilingual foreman that is fluent in the English language and in the language of the workers. The Contractor will implement the requirements of EM 385-1-1, paragraph 01.B01, 01.B02, and 01.C.02 through these foremen.

H.2 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS

a. This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1- 8, Construction Equipment Ownership and Operating Expense Schedule, Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

H.3 52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995) - EFARS

a. Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

b. Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of

material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: [List items for which payments will be made for off-site delivery]

(End of clause)

H.4 CLASSIFICATION OF WORK PERFORMED BY CONTRACTOR

Unless he has submitted such description with his offer, the successful offeror must furnish the Contracting Officer, within twenty (20) days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof. (See Section I, PERFORMANCE OF WORK BY THE CONTRACTOR.)

H.5 MINIMUM CONTRACT VALUE

a. The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated by one or more task orders, will not be less than \$80,000 for the base period (per each contract) and \$40,000 for each of the 4 option period extensions (per each contract). The estimated maximum dollar value of the contract(s) is \$4,000,000 each for the initial contract period and the remaining four option periods.

b. Should the estimated maximum base contract amount or option contract amount be reached prior to completion of the base period and/or option periods, the Government reserves the right to exceed the estimated maximum contract amount and/or option period contract amount. However, the Government will not exceed the total contract amount of \$20,000,000 (per each contract).

c. If the Government's requirements for the services set forth in the request for proposal do not result in orders in the amount described as "estimated maximum," the event shall not constitute the basis for an equitable price adjustment under this contract.

H.6 WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces or other Contractors, the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

H.7 NON-PREPRICED WORK

a. Non-prepriced work (i.e., tasks not in the Unit Price Book [UPB]) shall be supported by a minimum of two vendor quotes and must be submitted by the contractor for each item. Non-prepriced items shall be proposed in bare costs only (material, equipment, labor) and multiplied by the overhead and profit rates proposed for non-prepriced items (for each region) in the bid schedule (see Section B, SUPPLIES OR SERVICES & PRICES/COSTS, line items for non-prepriced items). Non-prepriced items will not be accepted without the minimum two vendor quotes with cost breakdown for each item. The government cannot exceed 10% of any individual task order for non-prepriced work.

b. Items of work not covered by the UPB but within its scope and general intent may be negotiated by the Contracting Officer with the Contractor, and then incorporated into the UPB by modification to the contract. These items of work would be considered and treated as prepriced work as of the effective date of the contract modification. The coefficient will be applied on all items of work, negotiated, and made a part of the UPB by contract modification.

H.8 HOURS OF WORK

With reference to Section F, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK the following applies: Any work necessary on Saturdays, Sundays, or legal holidays to maintain schedules herein, shall be performed without additional cost to the Government. The Contractor shall notify the Contracting Officer or the Contracting Officer's Authorized Representative in writing a minimum of 2 working days in advance when the Contractor is planning on working prior to and after normal working hours as stated in the individual task order.

H.9 ORDERING PROCEDURES

As the need exists for performance under the terms of this contract, the Contracting Officer will notify the Contractor, in writing via a task order (DD Form 1155), of an existing requirement.

a. Per Section I, DELIVERY ORDER LIMITATIONS, if the Contractor does not wish to provide the services identified at the site visit he must submit an explanation of non-intent, in writing, within 72 hours after the site visit. Explanation of non-intent must be acceptable to the Government. INABILITY OF THE CONTRACTOR TO MAKE A PROFIT ON CERTAIN LINE ITEMS OR DUE TO DISTANCES INVOLVED ARE EXAMPLES WHICH ARE "NOT" ACCEPTABLE REASONS FOR NON-INTENT. The Contractor should recognize that some line items may produce high profits while others may produce a loss. However, the overall contract should produce, with APPROPRIATE COEFFICIENTS, reasonable profit to the Contractor in general. The Government may issue unilateral task orders to the Contractor if it deems the reasons for non-intent are unacceptable; the Contractor may, at his discretion, submit a claim to the Contracting Officer for final decision, but will be required to proceed diligently and expeditiously with the requirements of the task order.

b. Work plan activities may be ordered in several stages. Each stage may be executed unilaterally or bilaterally by task order depending on clarity of requirement as defined in the UPB. Each stage is severable and distinct from the other stages. Each stage stands alone as a complete deliverable from 0% Design, however, adjustments to prices shall be made accordingly if previous stages/tasks have already been performed by deducting the applicable line item(s). If a bilateral task order is desired, the COR will issue to the contractor a Request for Proposal (RFP). The contractor shall be responsible for describing the work involved and estimating the level of effort required to perform the requested work. Within the timeframe prescribed in the RFP (i.e. typically within seven (7) and not less than three (3) calendar days, however, there may be occasions when proposals may be required within twenty-four (24) hours), the contractor shall return to the COR a detailed description and cost proposal for items required to perform the work requested. Upon approval of the contracting officer and receipt of a task order, the contractor shall coordinate the start of work with COR and the Medical facility point of contact identified in the task order. The work shall be completed within the performance times provided on the task order. Work shall be in compliance with applicable codes. (See Section C for Work Plan details)

c. Contractor's proposals shall be provided on two (2) floppy disks and in hard copy (four (4) copies each). Disks shall be furnished by the contractor.

d. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness. The Government will negotiate with the Contractor on all non-prepriced items, performance times, method of accomplishing work, materials chosen, and quantities.

e. Task orders will then be issued using a DD Form 1155. Each task order will include the following information:

1. Date of the task order.
2. Contract number, task order number, and delivery period in calendar days.
3. Item number and description, quantity and unit prices for prepriced and non-prepriced items and total.
4. Task order price, delivery or performance data.
5. Accounting and appropriation data.
6. Any other pertinent data. (Scope of Work, drawings, etc.)

f. It should be realized by the Contractor that unforeseen circumstances may prohibit the Government from issuing an individual task order even after the receipt of the Contractor's task order proposal or after the task order has been negotiated.

g. Upon approval of the Contracting Officer and receipt of a task order, the contractor shall coordinate the start of work with the COR and the Medical facility point of contact identified in the task order. The work shall be completed within the performance times provided on the task order. Work shall be in compliance with applicable codes. (See Section C for Work Plan details)

1. The Unit Price Book shall serve as the basis for establishing the value of the work to be performed on a unit price basis.

2. Non-prepriced work to be included in an individual requirement must be proposed by the Contractor using an acceptable proposal format to be agreed upon by the Government and the Contractor.

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3. The Contractor shall provide a work plan to accomplish the scope of work. The work actions shall conform on all aspects to the JCAHO standards. As determined by the COR, the work plan shall include the appropriate level of documentation, in proportion to the complexity of the project, to adequately establish the technical basis of the work, and define the effort proposed for the work. This effort must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirement has been done. Example of documentation that might reasonably be expected would include drawings (reflecting project scope), calculations, catalog cuts, specifications, architectural renderings, etc., **will be provided in hard copy and on CADD files in accordance with the Fort Worth District AEIM standards**. Submittals on equipment and material are required unless waived by the Government. The offeror's coefficient factor must contain as a minimum the items listed in Section B, "OFFERS", as no allowances will be made later for any other than prepriced or non-prepriced item unit prices. As-built drawings, renderings, etc., will be provided by personnel skilled in the craft (i.e., draftsmen required to perform as-builts.). (See Section C for Work Plan details and Staff Qualifications)

4. Delivery schedule shall be as follows, unless otherwise prescribed by Task Order (T.O.). All days shown represent calendar days allowed to complete listed tasks; all days shown do not represent work effort, and therefore, shall not be used to establish price. The contractor shall be prepared to mobilize to site within 3 calendar days and not more than 10 calendar days of task order award, at no additional cost to the government. If the COR requires a Crashed Delivery Schedule (Shortened Schedule Durations), the percent of the total stage duration (i.e. from stage schedules listed below as they apply) shortened, divided by 2, shall be applied to UPB stage/task quantity(s) affected as a fair and equitable adjustment to the Contractor (See Example 3 below).

(a) Stage 1: Schematic Design Submittal (5% Design from 0% Design) (Army)		
i	Prepare Draft Stage 1 Document	5 days from end of site visit
ii	Distribute Draft Stage 1 Document for Review	2 days
iii	Conduct Onboard Review	1 day
iv	Incorporate Comments (cmts.)	2 days from receipt of cmts.
v	Distribute Final Stage 1 Documents	<u>2 days</u>
	TOTAL	12 days

(b) Stage 2: Pre-Concept Control Data Submittal (10% Design from 0% Design)		
(Army)		
i	Prepare Draft Stage 2 Document	10 days from end of site visit
ii	Distribute Draft Stage 2 Document for Review	2 days
iii	Conduct Onboard Review	1 day
iv	Incorporate Comments (cmts.)	3 days from receipt of cmts.
v	Distribute Final Stage 2 Documents	<u>2 days</u>
	TOTAL	18 days

(c) Stage 3: Project Engineering Brochure Submittal (15% Design from 0% Design)		
(Army)		
i	Prepare Draft Stage 3 Document	15 days from end of site visit
ii	Distribute Draft Stage 3 Document for Review	2 days
iii	Conduct Onboard Review	1 day

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- iv Incorporate Comments (cmts.) 5 days from receipt of cmts.
- v Distribute Final Stage 3 Documents 2 days
- TOTAL 25 days

(d) Stage 4: Concept Design Submittal (35% Design from 0% Design) (Army)

- i Prepare Draft Stage 4 Document 20 days from end of site visit
- vi Distribute Draft Stage 4 Document for Review 2 days
- ii Conduct Onboard Review 1 day
- iii Incorporate Comments (cmts.) 6 days from receipt of cmts.
- iv Distribute Final Stage 4 Documents 2 days
- TOTAL 30 days

(e) Stage 5: Preliminary Design Submittal (65% Design from 0% Design)

- i Prepare Draft Stage 5 Document 25 days from end of site visit
- ii Distribute Draft Stage 5 Document for Review 2 days
- iii Conduct Onboard Review 1 day
- iv Incorporate Comments (cmts.) 8 days from receipt of cmts.
- v Distribute Final Stage 5 Documents 2 days
- TOTAL 38 days

(f) Stage 6: Final Design Submittal (100% Design from 0% Design)

- i. Prepare Draft Stage 6 Document 33 days from end of site visit
- ii. Distribute Draft Stage 6 Document for Review 2 days
- iii Conduct Onboard Review 1 day
- iv Incorporate Comments (cmts.) 10 days from receipt of cmts.
- v Distribute Final Stage 6 Documents 2 days
- TOTAL 48 days

5. Each Stage stands alone as a complete deliverable from 0% Design, however, adjustments to durations shall be made accordingly if previous stages have already been performed or tasks are not needed, at no additional cost to the government (i.e. these adjustments are not regarded as "Crashed Schedules" as described above). Duration for "Prepare Draft Document of Desired Stage" shall be calculated as Duration for "Prepare Draft Document of Desired Stage" minus Duration for "Prepare Draft Document of Previous Stage" with highest level of design performed; Duration for Incorporating Comments shall be calculated as 0.30 x calculated Duration for "Prepare Draft Document for Review," rounded up to the next duration day if the resultant calculation is a mixed number (i.e. calculated duration of 1.1 day is rounded up to duration of 2 days); all other items listed are either fixed days (as represented by the schedules above), or if not needed, 0 days:

CRITERIA FOR ESTABLISHING ADJUSTED DURATIONS:

- i Prepare Draft Stage Document Calc. days (desired stage days – previous stage days)
- ii Distribute Draft Stage Document for Review 2 days or 0 days if not needed
- iii Conduct Onboard Review 1 day or 0 days if not needed
- iv Incorporate Comments (cmts.) Calc. days ("Item i" days x 0.3)
- v Distribute Final Stage Documents 2 days or 0 days if not needed
- TOTAL Adjusted days

EXAMPLE 1: If Stages 1 and 2 have not been ordered, Stage 3 has been performed, and Stage 4 has not been ordered, but Stage 5 has been ordered with an over-the-shoulder review, then the durations shall be adjusted to reflect a 65% Design from 15% Design with no distribution for review, and no onboard review.

- i Prepare Draft Stage 5 Document 10 days (25 minus 15 days)
- ii Distribute Draft Stage 5 Document for Review 0 days Not Required
- iii Conduct Onboard Review 0 days Not Required
- iv Incorporate Comments (cmts.) 3 days (10 x 0.3)
- v Distribute Final Stage 5 Documents 2 days
- TOTAL 15 days

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EXAMPLE 2: If Stages 1, 2, 3 and 4 have not been ordered, but Stages 5 and 6 have been ordered with a site visit and with an on board review at Stage 5, and with no site visit and with an over-the shoulder review at Stage 6, then the durations shall be adjusted to reflect a 65% Design from 0% Design with a site visit and an on-board review and a 100% Design with an over-the-shoulder review.

i	Prepare Draft Stage 5 Document	25 days
ii	Distribute Draft Stage 5 Document for Review	2 days
iii	Conduct Onboard Review	3 days
iv	Incorporate Comments (cmts.)	8 days (25 x 0.3)
v	Distribute Final Stage 5 Documents	<u>0 days</u> Not Required
TOTAL		38 days
vi	Prepare Draft Stage 6 Document	8 days (33 minus 25 days)
vii	Distribute Draft Stage 6 Document for Review	0 days Not Required
viii	Conduct Onboard Review	0 days Not Required
ix	Incorporate Comments (cmts.)	3 days (8 x 0.3)
x	Distribute Final Stage 6 Documents	<u>2 days</u>
TOTAL		13 days

EXAMPLE 2 GRAND TOTAL 51 days

EXAMPLE 3: Same as Example 2, but with crashed schedule at "Prepare Draft Stage 5 Document" from 25 days to 15 days.

i	Prepare Draft Stage 5 Document	15 days Crashed by 10 days
ii	Distribute Draft Stage 5 Document for Review	2 days
iii	Conduct Onboard Review	1 day
iv	Incorporate Comments (cmts.)	5 days (15 x 0.3) Crashed by 3 days
v	Distribute Final Stage 5 Documents	<u>0 days</u> Not Required
TOTAL		23 days

EXAMPLE 3 CALCULATION OF EQUITABLE ADJUSTMENT FOR STAGE 5 CRASHED SCHEDULE

PERCENT OF STAGE 5 DURATION CRASHED: 13 days crashed divided by 38 days = 34.21%

EQUITABLE ADJUSTMENT FACTOR TO STAGE 5 PRICE FOR CRASHED SCHEDULE:

34.21% divided by 2 = 17.10% or 1.1710 factor applied to applicable Stage 5 line item quantities

vi	Prepare Draft Stage 6 Document	8 days (33 minus 25 days)
vii	Distribute Draft Stage 6 Document for Review	0 days Not Required
viii	Conduct Onboard Review	0 days Not Required
ix	Incorporate Comments (cmts.)	3 days (8 x 0.3)
x	Distribute Final Stage 6 Documents	<u>2 days</u>
TOTAL		13 days

EXAMPLE 3 GRAND TOTAL 36 days (23 days plus 13 days)

h. Legal Consideration (Work Plans): If the Contractor fails to complete the work within the time specified in the task order, or any extension thereof, the Contractor shall pay to the Government as legal consideration, the minimum amount of \$500.00 for each modification issued to extend the delivery schedule due contractor delay.

i. Liquidated Damages (Construction): The Government will determine the appropriate liquidated damages per task order. (See Section F, LIQUIDATED DAMAGES-CONSTRUCTION.) The minimum liquidated damages shall be \$286.00 per day.

AM#0004 H.10 COMMENCEMENT OF MOBILIZATION/WORK

The Contractor shall commence any mobilization and familiarization activities prior to actual work on individual task orders as soon after contract award as practicable. However, within 45 calendar days after contract award, the Contractor shall be fully operational and capable of immediately starting work on any required task order. **The Government has the right to issue task orders prior to the Contractor completion of mobilization.**

WITHIN 10 CALENDAR DAYS UPON NOTIFICATION OF AWARD THE CONTRACTOR SHALL: Submit Performance and Payment Bonds to the Contracting Officer (See Section L, PERFORMANCE AND PAYMENT BONDS).

WITHIN 5 WORKING DAYS OF ACCEPTANCE OF BONDS THE CONTRACTOR SHALL:

- a. Meet with the Contracting Officer to establish the agenda for the pre-construction conference (See Section H, PRE-CONSTRUCTION CONFERENCE).
- b. Provide the Contracting Officer the required Resumes of the Contractor's staff.

WITHIN 30 CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:

Attend the pre-construction conference. In attendance at the conference will be the Contractor's approved staff.

WITHIN 45 CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:

- a. Have all critical staff members on site.
- b. Be fully operational and capable of immediately starting work on any required task orders.

H.11 PRE-CONSTRUCTION CONFERENCE (52.9015-4000 MED)

a. Initial Conference. When determined appropriate by the Contracting Officer, before the issuance of the first task order under the contract, a conference shall be conducted by the Contracting Officer or the Contracting Officer's Authorized Representative to acquaint the Contractor with Government policies and procedures that are to be observed during the prosecution of the work and to develop a mutual understanding relative to the administration of the contract. The Contractor's Management staff must be in attendance, i.e., Program Manager, Project Managers, Quality Control System Manager, Safety Engineer, and Contract Administrator etc.

b. Individual Task Order Conferences. Conferences will be held on all task orders except those deemed not necessary by the Contracting Officer or the Contracting Officer's Authorized Representative. As a minimum the Project Manager, Superintendent, Quality Control Officer, Safety Officer and Subcontractors will be in attendance.

(1) This conference will be held at the location specified by the Contracting Officer. The conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of work, security requirements, regulations, etc. The Contracting Officer may invite installation, using service, engineering and/or security personnel as well as other involved Government personnel to attend.

(2) Regardless of whether the work site is on a military reservation or in a civilian installation associated with the military, the Contractor shall observe all rules and regulations issued by the Commanding Officer/Director. The rules and regulations may address the following: general safety, security, sanitary requirements, pollution control, work hours, storage areas, utility availability and use, utility interruptions, site conditions, environmental compliance, clean up, conduct and dress, work in areas with others, excavation permits, access to work areas, traffic regulations, as well as any other rules and regulations that may be pertinent.

H.12 DEVIATION FROM PROPOSED LIST OF SUBCONTRACTORS

The Contractor shall update the list of his subcontractors monthly and submit the updated list to the Contracting Officer by the 10th day of each month. This list should contain all subcontractor

deviations (increases/ decreases), which vary from the original list of contemplated subcontractors provided for each task order.

H.13 GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

a. The Contractor, with his own forces, shall transport all Government-furnished equipment/materials, if any, described on the task order. The equipment/materials shall be transported from the Government storage area to the work site indicated on the task order. Installation of GFE/GFM will be negotiated using the prepriced items under the column of labor only, or the non-prepriced items clause when prepriced line items are not available.

b. The Contractor assumes the risk and responsibility for the loss or damage to Government-furnished property.

c. The Contractor shall follow the instructions of the Contracting Officer's Authorized Representative regarding the disposition of all Government-furnished property not consumed in performance of a task order.

H.14 SECURITY REQUIREMENTS

The Contractor shall comply with security regulations imposed by the Medical Treatment Facility Commander and/or agency occupying the space where work is to be performed.

H.15 SCHEDULING WORK

a. Before commencement of work under an individual task order, the Contractor shall confer with the Contracting Officer or the Contracting Officer's Representative and agree on a sequence of procedures; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like.

b. Furniture and portable office equipment in the immediate area will be moved or protected by the Contractor and replaced to original position. Sensitive equipment and personal computers shall be moved by Government forces as arranged by the Contracting Officer's Representative. If the work required by the work order will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the Contracting Officer's Representative for replacement by the Contractor.

c. Delivery of materials and equipment shall be made with a minimum of interference to the Medical Treatment Facility operations. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions are begun.

d. The Contractor shall provide the site Contracting Officer's Representative and the Medical Treatment Facility Manager a daily work schedule, by 3:00 p.m. the work day before, listing the task orders to be worked that day and the trades involved.

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H.16 AS-BUILT DRAWINGS

a. As-Built Plans are completed sets of drawings with all attendant changes, modifications and details of construction as-built and installed. Sets of As-Built Plans of will be furnished in hard copy and on CADD files in accordance with the Ft. Worth District AEIM standards as required to MEDCOM Support Team and the using agency for future reference, maintenance and construction on the facility.

b. During the progress of the job, the Contractor shall keep a careful record at jobsite of all changes and corrections from the layouts shown on the drawings, if applicable. The Contractor shall enter such changes and corrections on contract or record drawings promptly. Only personnel proficient in the preparation of engineering drawings shall be employed to modify the original drawing or prepare new drawings. The term drawings shall include any work plans, drawings, diagrams, layouts, schematics, or schedules furnished to the Contractor. The record drawings shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. At the time of beneficial occupancy of each structure or facility involved under the individual task order, the Contractor shall submit to the site Contracting Officer's Representative marked-up or "red line" drawings showing the aforementioned data for approval and acceptance. If the Contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retainage of 10% of any task order.

H.17 OPERATION AND MAINTENANCE

Prior to final acceptance and payment of each Task Order, the Contractor shall submit three (3) copies of all operation and maintenance manuals to the site Contracting Officer's Representative for HVAC system, electrical controls, etc. The Contractor shall conduct a training session to brief Government personnel on the operation and maintenance procedures of such systems. The Contractor is required to provide three (3) complete tear down/overhaul/repair manuals for the equipment provided. The Contractor is required to provide two (2) complete service literature catalogs for the equipment manufacturer's engineered machinery products.

H.18 ENVIRONMENTAL PROTECTION

a. Solid, Liquid, and Gaseous Contaminants. Contractors shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants including asbestos in accordance with all Federal, State and local codes and regulations, together with the following requirements: (1) Discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce the toxicity to an acceptable level. (2) Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in the local sewer system, or shall be disposed of in approved vessel at approved sites.

b. Disposal of Scrap and Debris. All scrap and debris caused by the operations under this contract shall be removed at the end of each working day and hauled off the installation.

c. Burning of Materials and Debris. No materials or debris will be burned on any installation.

d. Covered Chutes. All chutes for refuse, and the like, shall be covered or of such a design to fully confine the material to prevent the dissemination of dust and debris.

e. The Contractor shall coordinate all activities which may require environmental documentation or state environmental permits with the Environmental and Natural Resources Office (ENRO) at least 30 calendar days prior to start of work. Contractor will adhere to requirements of lead base paint removal.

H.19 CONSTRUCTION SITE MAINTENANCE

The Contractor shall store all supplies and equipment at the location designated for the Contractor's Management Office or at a location designated by/coordinated with the site

Contracting Officer's Representative/Medical Facility Manager so as to preclude mechanical and climatic damage. The site shall be maintained in a neat and orderly manner. Vehicles will not be parked on grassy areas.

H.20 NOISE CONTROL

The Contractor shall comply with all applicable state and local laws, ordinances, regulations, and Medical Facility requirements relative to noise control.

H.21 GOVERNMENT EQUIPMENT ON THE SITE

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss; store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

H.22 TRUCKING

The Contractor shall load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. All vehicles transporting hot-mix mixtures, sand, base course material, surfacing aggregates or dirt for work performance under this contract and traveling in excess of 35 mph on Installation area streets or main access roads shall have the materials covered with a tarpaulin canvas or shall be loaded a minimum of 6 inches below the top of the sideboards to avoid spillage of materials. The Contractor shall be responsible for cleaning up any materials that fall from trucks.

H.23 TOILET FACILITIES

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by the Medical Facility User on the premises subject to regulation and control of the Contracting Officer or his designated representative. On those sites where no toilet facilities are available, the Contractor shall provide adequate facilities, at no additional cost to the Government. These facilities shall be maintained in accordance with the Medical Facility Safety Office.

H.24 ELEVATORS

a. Approval of the COR shall be obtained prior to any temporary use of an existing elevator and shall be by arrangement with the custodian and subject to his controls. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the elevator interior, which meets the COR's approval, during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.

b. Existence of an elevator does not guarantee the Contractor that the elevator may be used during the construction period. c. The Government will bear the cost of electrical current for the operation of the elevator. Upon completion of work, the Contractor shall remove the protection coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

H.25 SAFETY AND HEALTH

a. General

(1) Applicable Publications: The publications listed below and Section C (REFERENCES) form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

(2) Code of Federal Regulations (CFR): OSHA General Industry Safety and Health Standards (29 CFR 1910), OSHA Construction Industry Standards (29 CFR 1926). U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1. National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

(3) Federal Standard (Fed. Std.): 313A, Material Safety Data Sheets, Preparation and Submission of. Use of Asbestos Containing Material, ETL 1110-1-118. Policy & Guidelines for Asbestos Management, DA Circular 40-834.

b. Work covered by this section: This section is applicable to all work covered by this contract. Before issuance of task orders to the contractor, necessary clearances/surveys (asbestos, lead-based paint, etc.) will have been done and the results provided to the contractor. Project-specific issues (such as asbestos, lead-based paint, PCB ballast, etc.) will be addressed on individual task orders at the time of negotiation with the contractor).

c. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1919; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, radioactive material, lead, and lead based paint, but may include others.

d. Asbestos

(1) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(2) The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(3) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(4) Friable asbestos-containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new construction and modification projects will be reviewed to insure that the use of friable asbestos-containing materials is not specified.

(5) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

(6) The Government will identify the existence of asbestos in areas where work is to be performed under individual task orders prior to the issuance of the order. The Contractor shall report any findings or suspicion of asbestos to the Contracting Officer's Representative prior to initiating work or during the performance of work under a task order. (See Section H, "ASBESTOS ABATEMENT.")

e. Lead-Base Paint: The Government will identify the existence of lead-base paint in areas where work is to be performed under individual task orders prior to the issuance of the order. The Contractor shall report any findings or suspicion of lead or lead-based paint to the Contracting Officer's Representative prior to initiating work or during the performance of work under a task order. (See Section H, "LEAD-BASED PAINT ABATEMENT.")

f. PCB Dielectrics: The Government will identify the existence of PCB-containing dielectrics in areas where work is to be performed under individual task orders prior to the issuance of the order. The Contractor will have material which he identifies or suspects as being contaminated with PCB dielectrics tested by an approved independent laboratory for verification at no additional cost to the Government. However, the Contractor shall report any findings of PCB-contaminated dielectrics to the Contracting Officer's Representative prior to initiating work or during the performance of work under a task order. (See Section H, "PCB-Contaminated Dielectrics".)

H.26 SAFETY ASSURANCE

Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Contracting Officer Representative(s)/Medical Facility Manager prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the pre-construction conference, if so directed by the Contracting Officer or his designated representative. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting. **Compliance with Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1926/1910, USACE EM 385-1-1 and local installation safety and health requirements. All work shall comply with latest revisions of Federal, State and local regulations in force at time of contract award. Work involving the disturbance or dismantling of asbestos, asbestos-containing materials or lead based paint; the demolition of structures containing asbestos or lead based paint; and/or the disposal and removal of asbestos or lead based paint, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 49-83-4. Where there is a conflict between applicable regulations, the most stringent shall apply.

Contractor Responsibility:

a. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

b. The Contractor shall furnish to the Contracting Officer's Representative a complete accident prevention plan, including a hazard analysis of all operations to be performed by construction trade. The hazard analysis shall be updated/submitted to the Contracting Officer's Representative on an ongoing basis as required prior to start of new work. The accident prevention plan/hazard analysis documentation shall be forwarded to the Contracting Officer's Representative, Installation Occupational Safety and Health Office for approval prior to start of contractual operations.

c. All temporary construction electrical systems shall be equipped with ground fault circuit interrupter (GFCI) protection.

d. Contractor shall have a hearing conservation program in force when the noise level is 85dBA or greater for Contractor/Government personnel.

e. Contractor shall have a hazardous communication (HAZCOM) program in force and have his personnel trained in the HAZCOM program. Contractor shall maintain up-to-date material safety data sheet (MSDS) files on site in addition to having on site a written copy of the firm's HAZCOM program. Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required by a task order, shall be furnished in accordance with the terms of the task order.

Materials and Equipment:

Special facilities, devices, equipment, clothing, and similar items (such as hard hats, breathing apparatus, traffic barriers, etc.) used by the Contractor in the execution of work shall comply with the applicable regulations. Materials and equipment will be provided at no additional cost to the Government.

H.27 HAZARDOUS MATERIALS

The Contractor shall provide the Environmental Office a list of all hazardous materials, storage, and disposal methods for the wastes generated to the Environmental Office for review and approval prior to use of the materials. The Contractor shall submit spill prevention and contingency plans to the Environmental Office for review and approval prior to start of work. Any costs associated with spill clean up shall be borne by the Contractor.

H.28 ASBESTOS ABATEMENT

The Contractor shall coordinate all asbestos removal projects with the Environmental Office and execute all projects in compliance with the latest installation, Federal, state, and local regulations. Before award of task orders, clearances/surveys will have been accomplished by and results provided to the contractor as provided in Section H, clause entitled Safety and Health.

H.29 LEAD-BASED PAINT ABATEMENT

The Contractor shall coordinate all lead-based paint removal projects with the Environmental Office, and execute all projects in compliance with the latest installation, Federal, state, and local regulations. Before award of task orders, clearances/surveys will have been accomplished and results provided to the contractor as provided in Section H, clause entitled Safety and Health.

H.30 CONTRACTOR STAFF

a. The Contractor shall maintain an engineer staff and may also be required to obtain registered professional services to respond to the requirements set forth in the contract.

b. The Contractor shall be required to provide office(s) to house staff personnel and equipment used in performance of this contract.

c. For execution of individual task orders, the Medical Facility Manager will provide the Contractor office space or a parcel of land, location to be determined during the scoping Site Visit. The Contractor shall be required to provide a trailer (if a parcel of land is provided), and storage rooms to house staff personnel and equipment used in performance of the individual task orders.

d. Contractor Personnel. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, for supervising techniques used in their work, and for keeping them informed of all improvements, changes and methods of operations. In addition:

(1) All personnel employed by the Contractor or any representatives of the Contractor entering the Government installation shall conform to all security regulations which may be in effect during the contract period and shall be subject to such checks as may be deemed necessary to assure that no violations occur. No employee or representative will be permitted on the installation when such check reveals that his or her presence would be detrimental to the physical or operational security of the installation.

(2) Where removal is due solely to misconduct or security on the part of the employee, replacement will be at the Contractor's expense and not chargeable to the Government. Contractor shall take appropriate personnel action, as required, in the event employees become involved with civilian or military authorities as a result of misconduct.

e. The Government will not exercise any supervision or control over Contractor employees performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. Contractor, in turn, shall be accountable to the Government for Contractor employees.

f. Conduct. Contractor and Contractor's employees shall be subject to the same general rules of conduct while on the installation that apply to Government civilian employees. The Government reserves the right to refuse installation access to any Contractor employee if the Contracting Officer determines it to be in the best interest of the Government.

H.31 GOVERNMENT-FURNISHED UTILITIES

For individual task orders the Government will furnish to the Contractor from existing Government facilities and without cost to the Contractor, water and electrical power supply as set forth below. It is the responsibility of the Contractor to be "energy conscious" in the use of these Government-Furnished Utilities.

a. Water.

(1) The Government shall furnish from existing Government facilities and without costs to the Contractor, an adequate supply of water necessary for performance under a task order. The Government will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of the Contractor to determine the extent to which existing Government water supply source is adequate for the needs of this contract.

(2) All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the task order the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the water supply source or facility in its original condition. Such removal shall also be subject to the direction and approval of the Contracting Officer Representative as provided above.

b. Electricity.

(1) The Government shall furnish existing Government facilities and without cost to the Contractor, all electrical power necessary for performance under a task order; provided, the Government will in no case furnish or install any electrical facility or accessory for the purpose of implementing the availability of electrical power for the purpose of this contract. It is the responsibility of the Contractor to determine the extent to which existing Government electrical facilities are adequate for the needs of the task order.

(2) All taps, connections, and accessory equipment required in making the electrical power available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved

by the Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the task order the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the electrical power or facility in its original condition. Such removal shall also be subject to the direction and approval of the Contracting Officer as provided above.

c. Telephone Services. Telephone service will be the responsibility of the Contractor.

d. Interruption of Utilities Service/Medical Systems.

(1) All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer's Representative no less than 14 days in advance of such outages; the Contractor may request a waiver from this requirement from the Contracting Officer's Representative when the utility outage will be of a very limited nature (e.g., within a few rooms of building).

(2) Utilities shall include, but not be limited to, electrical, steam, gas, fuel oil, compressed air, water, and domestic and industrial wastewater. The Contractor shall submit a proposed schedule of outages showing as a minimum: dates of outages, duration of outages and type and location of outage required. The Contractor shall plan his work so as to minimize all outages. The Contractor will not be permitted to perform work requiring a utility outage during normal hours of work without prior approval from the Contracting Officer/COR.

(3) If during work performance the Contractor has determined that a utilities-related situation involves the risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce the emergency and alleviate risk. If such a risk exists, or if such a disruption does occur, the Contractor shall notify the Contracting Officer's Representative/Medical Facility Manager at the earliest practical time, and in no case later than two hours following the occurrence.

e. Excavation and Utility Clearance.

(1) The Contractor shall be responsible for obtaining excavation and utility clearances, when required, to perform work under an individual task order. Clearance forms may be obtained from the Contracting Officer's Representative. The Contractor shall use this form to request and obtain clearances, through the Contracting Officer's Representative not less than 10 calendar days prior to the date which he anticipates commencement of work. The Contractor shall not proceed with excavation of any kind until he has obtained such clearance and has in his possession:

(a) Available drawing(s) showing all known utilities within the proposed work area(s).

(b) Markings in the field have been accomplished for the work area affected.

(c) Clearances will be valid from the date of issuance to date of completion of the task order.

(2) Communication Cables: Before excavating near buried communications cable, the Contractor shall notify the Contracting Officer's Representative for assistance in locating the cable. Existing communication cables that are indicated or the locations of which are made known to the Contractor prior to excavating shall be repaired by the Government and the cost of repair deducted from the contract price.

(3) Underground utility lines indicated on drawings shall be field verified by the Contractor prior to excavation. The Contractor shall be responsible for all lines shown within the area of excavation and within ten feet of the area to be excavated. The Contractor shall first verify location of lines by excavating with hand-held tools prior to the use of power-operated equipment. The Contractor shall be responsible for repairing, to the satisfaction of the Contracting Officer, all lines damaged during excavation at no cost to the Government.

(4) Underground Utility lines not indicated on the contract drawings: The Government shall reimburse the Contractor for his expenses for a one-time repair of damaged lines that are not indicated on the contract drawings; however, the Contractor shall be responsible for protecting the same lines from further damage and for repair of the lines should further damage occur.

The Contractor is to provide and maintain in an operational condition the minimum number of IBM compatible personal computer systems with the following minimum specifications as described below. Components may be internal or external. The systems will be contractor-owned and will not become the property of the Government and will be for use by the contractor for the life of the contract. The contractor shall provide all installation, removal, repair, maintenance, updates, and replacement for all computer system components for the life of the contract as deemed necessary by the government for this contract.

a. WORKSTATIONS:

1. Intel Pentium IV 1.5 Gig Hz
2. 400 MHz Front Side Bus
3. 512 Meg Memory PC800 ECC RDRAM
4. 16 Meg nVidia TNT2 Pro Video Card
5. 30 Gig Hard Disk
6. 12x/8x/32x CD-RW
7. 200 Meg Iomega Zip Drive
8. 10/100 Ethernet Network Card
9. 4 USB ports
10. Sound **(Sound Blaster Compatible)**
11. PCMCIA adapter for 2 Type II or 1 Type III interface card
12. 21" FD Trinitron Perfect Flat 2048x1536 .24mm
13. 1.4 Meg Floppy Disk Drive
14. Microsoft Intellimouse Optical Mouse
15. Keyboard
16. Microsoft Windows 2000 SP1 or greater using NTFS

b. PRINTER AND OTHER PERIPHERALS AS NOTED:

1. Hewlett Packard LaserJet 8500gn Color Laser
2. Hewlett Packard 1055CM wide format printer/plotter for up to 36in wide paper.
3. Canon PowerShot Pro 90S Digital Camera with 128meg flash memory card
4. Hewlett Packard ScanJet 7490C Document Scanner 2400dpi, 48bit Color, Automatic

Document Feeder, OCR

c. NOTEBOOK COMPUTERS:

1. Intel Pentium III 1.0 GHz mobile processor
2. 15" Super XGA+ TFT Display
3. 256 Meg Memory
4. 10 Gig Hard Disk
5. 8 Meg Video Card
6. CD-ROM
7. 1.4 Meg Floppy Drive
8. Integrated 10/100 Network Card
9. Integrated 56K Fax/Modem
10. Extra Lithium Ion Battery
11. AC adapter/charger
12. Microsoft Windows 2000 Professional SP1 or greater using NTFS

d. SOFTWARE (latest full versions released at this solicitation date and applicable to Windows version below)

1. Microsoft Office XP Professional
2. Microsoft Project 2000
3. Primavera SureTrak Project Manager for Windows 2000
4. AutoDesk AutoCAD LT 2000i or greater
5. Microstation V8
6. Symantec Norton AntiVirus 2001
7. Symantec Norton pcAnywhere 10

H.33 GOVERNMENT FURNISHED SOFTWARE

Government furnished software (JOCPDS) will be provided to the Contractor for use as a tool to assist with expedient preparation of cost proposals in response to Government needs. This software will contain an electronic version (copy) of the Unit Price Book (UPB), Volume II (Contractor's UPB), which can be accessed on the equipment utilized by the Contractor (reference Section H, "ADP SUPPORT REQUIREMENTS") to locate and select desired items from the UPB. Once the desired items are selected, the software provides for selection of quantities and, based on the selected quantities, will extend and total UPB costs for each proposal. The software will also permit introduction of non-prepriced items and the application of the multiplier.

H.34 WASTE AND EXCESS QUANTITIES INCLUDED IN THE COMPLETED-IN-PLACE CONSTRUCTION QUANTITIES

All prices in the Unit Price Book (UPB) are for the complete-in-place construction unless explicitly described otherwise. The unit prices include delivery of materials to the job site. Waste or excess material quantities are incidental costs which are included within the contract coefficient unless explicitly stated otherwise in the UPB. Quantities used on individual Job Order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste and/or incidental extra materials used in performance of work. Incidental nails, screws, weldments, and connectors are included in UPB line items. Unless a connector or fastener is specifically stated as not being included, it is included in the price. Example: Installation of a suspended ceiling grid system includes connectors, fasteners, and wire for the hanging system.

H.35 PRICE ADJUSTMENT MODIFIERS

Volume III of the technical documents presented under this contract contains unit pricing data to be used by the Contractor in development of price proposals for each task order. The pricing data is presented as basic items and as price adjustment modifiers to the basic item. Price adjustment modifiers provide a method for adding to or deducting from the basic item prices for optional materials, and/or methods of installation. One or more modifiers can be utilized to adjust the basic item price as listed by the appropriate suffix number of basic line (see sample calculation, Section C).

H.36 FIRE PREVENTION AND PROTECTION

The Contractor shall comply with all fire prevention measures as set forth by the National Fire Protection Association; other recognized fire prevention agencies; and Installation regulations, a copy of which is on file in the Office of the Contracting Officer's Representative. Each construction site will be inspected with a frequency necessary to insure understanding and compliance on the part of the Contractor with all applicable provisions of the Installation Fire Regulation. Combustible trash will not be destroyed by open fire at the construction site but will be removed off the Installation. Approved types of portable fire extinguishers will be furnished and installed at each construction site by the Contractor. Information concerning approved types is available at the Inspection Section, Fire Prevention Division. The Contractor shall obtain permits for any hot work (welding, etc.) from the Fire Department before commencing work. The Contractor shall be liable for any fire loss to the Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

H.37 CONTRACTOR ACCESS

The area wherein work is to be performed under this contract will be occupied by the Medical Services throughout the construction period. The Contractor shall have access to that portion of the area within which work is to be performed. The movement of Contractor personnel, his equipment, materials, and tools shall be confined to this area.

H.38 LIMITED ACCESS

The Contractor, shall under regulations prescribed by the Installation Provost Marshal, use only established roadways when transporting personnel and/or material in the prosecution of work. The Contractor shall adhere strictly to the above, and shall not develop new ingress or egress roads without specific written instructions from the Installation Provost Marshal. The Contractor shall insure his personnel use designated parking areas only. Vehicles shall not be parked on grassy areas. If the Contractor fails or refuses to comply with the above, the Contracting Officer may issue an order stopping all work. No part of the time lost due to any such order shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor. Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor. All vehicles operated in support of the contract, including Contractor and Contractor employees privately owned vehicles or subcontractor vehicles shall be registered, insured, licensed, and safety inspected IAW applicable Federal, State, and local requirements.

H.39 SERVICES TO BE PERFORMED

The general requirements for the nature and categories of work to be performed under this contract includes but is not necessarily limited to the following: Site clearing, building renovation, earthwork, site drainage and utilities, roads and walks, cast in place concrete, brick masonry, block and tile masonry, structural metal, metal joists and decking, rough carpentry, finish carpentry, built in cabinetry and furniture, roofing and siding, sheetmetal work, doors, windows and glazing, window coverings, entrances and store fronts, lath and plaster, drywall, painting and wall coverings, floor tile and carpeting, pipe and fittings, plumbing devices and fixtures, fire extinguishing systems, fire alarm systems and intrusion detection systems, medical systems and equipment, heating and air conditioning and ventilating equipment and systems, ducts and controls, boxes and wiring devices, starters, breaker panels, switching devices and transformers, lighting and primary and secondary power systems, and asbestos/lead-based paint abatement and removal.

H.40 REQUIRED INSURANCE

Prior to commencement of work, the Contractor shall furnish the original of his insurance certificate directly to the Contracting Officer, Fort Worth District, Corps of Engineers, ATTN: CESWF-CT-M, Post Office Box 17300, Fort Worth, Texas 76102-0300 and one copy to the Contracting Officer's Representative. The Contractor shall maintain during the period of his performance under this contract the following minimum insurance:

- (1) Workmen's Compensation and Employer's Liability Insurance in compliance with the applicable state statutes, with a minimum employers' liability coverage of \$100,000.
- (2) Comprehensive General Liability Insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required.
- (3) Comprehensive Automobile Liability Insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Section I, "INSURANCE --WORK ON A GOVERNMENT INSTALLATION".)

H.41 ASBESTOS/LEAD-BASED PAINT ABATEMENT INSURANCE

If any asbestos/lead-based paint abatement/removal or any other work with asbestos/lead-based paint is required under this contract and Comprehensive General Insurance is required, the policy of insurance which covers the asbestos/lead-based paint abatement/removal or other work with asbestos/lead-based paint, shall be a "per occurrence" policy as that term is used in the insurance industry. A policy issued on a "claim made" basis or any other "short tail" basis will not be accepted. The Comprehensive General Liability per occurrence policy shall be obtained by the Prime Contractor if the asbestos/lead-based paint abatement/removal work is performed by the Contractor's own work force, or by an asbestos/lead-based paint abatement subcontractor, if the work is subcontracted. The Contractor shall insert in the subcontract a requirement for the asbestos/lead-based paint abatement subcontractor to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontract's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

H.42 CERTIFICATES OF COMPLIANCE (SUBMITTALS)

Any Certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the contractor, the project name and location, and the quantity and state or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if the material is found not to meet the specific requirement. In addition, approval of the submittals does not relieve the contractor of the responsibility of providing and installing materials as required by the contract, specifications, and task order requirements.

H.43 CONTRACTOR QUALITY CONTROL SYSTEM

The inspection system required by the Contract Clause "Inspection of Construction," **Section C "Contractor Quality Control (CQC) Program," Section E "INSPECTION AND ACCEPTANCE," Specification Section 01430 "DESIGN QUALITY CONTROL (DQC)" and Section 01454 "CONSTRUCTION QUALITY CONTROL (CQC)," and other QC provisions in the contract as they apply,** shall be in accordance with the following requirements: The Contractor shall provide and maintain an effective quality control program or Contractor inspection system, as required by the Contract Clause entitled "Inspection of Construction," which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors. The Contractors shall perform or have performed the inspection and tests required to substantiate that all supplies and services conform to drawings, specifications, and contract requirements and shall also perform or have performed all inspection and tests otherwise required by the contract unless the required inspection and/or test is specifically designated to be performed by the Government. The system shall be implemented by the establishment of a quality control organization separate from the Contractor's production or supervisory staff who shall report directly to the Contractor's top management. This organization shall consist of at least one full-time person with sole responsibility for providing continuous inspection of the work to insure compliance with the contract plans and specifications. This organization shall be supplemented by additional quality control personnel as the number of projects increase and/or the dollar value and/or complexity of work increases. The Quality Control Organization personnel shall be a part of the Contractor's staff and not a member of the staff of a subcontractor performing the work. The Contracting Officer reserves the right to have replaced, any member of the Quality Control Staff who in the opinion of the Contracting Officer is not accomplishing their assigned duties (See Section I, "Materials and Workmanship"). The

Contractor's inspection system shall be documented, as specified herein, and shall be submitted to the Contracting Officer for review and approval prior to the start of construction and throughout the life of the contract. The Contractor shall notify the Government in writing of any proposed change to his inspection system and changes shall be subject to disapproval if they would, in the opinion of the Contracting Officer, result in nonconformance with the contract requirements.

H.44 FEDERAL GOVERNMENT HOLIDAYS

The Contract employees will not normally be expected to work during Federal holidays. The Government will not pay for services performed on these holidays unless approval has been received from the Contracting Officer's Representative. The Contractor shall observe the same holidays observed by the Government which are: New Year's Day Martin Luther King's Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day Any additional holiday as established by Executive Order or Public Law

H.45 SAFETY REQUIREMENTS

a. The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

b. The offeror should review the accident-prevention clauses of the contract, The Corps of Engineers General Safety Requirements, EM 385-1-1, as amended, referred to therein, and the special and technical provisions applicable to safety. The offeror should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and record keeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

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H.46 QUALITY CONTROL

The successful offeror for this project will be required to institute a comprehensive Quality Control Program in order to assure himself and the Government that all materials and workmanship are in strict accordance with the provisions of the specifications, as further outlined in "CONTRACTOR QUALITY CONTROL SYSTEM". **A detailed description of the CQC Program shall be submitted with the Contractor's Technical Proposal. After contract award, the CQC Program shall be submitted to the Contracting Officer for approval within 30 days, or an agreed to shorter period, of award.**

H.47 DEVIATION FROM APPROVED MANAGEMENT PERSONNEL

The Contractor shall obtain prior written approval from the Contracting Officer prior to making any changes in his approved management staff set forth in his technical proposal.

H.48 SALVAGEABLE AND REPAIRABLE MATERIALS

a. Material classified by the Contracting Officer or the Contracting Officer's Representative as salvageable shall remain the property of the Government and shall be delivered to the Installation Property Disposal Office.

b. Material classified by the Contracting Officer or the Contracting Officer's Representative as repairable shall be thoroughly cleaned and delivered to the Installation Property Disposal Office.

c. Materials not classified as salvageable or repairable by the Contracting Officer or the Contracting Officer's Representative shall be removed from the site and disposed of off the Installation at no cost to the Government.

d. Prior to commencing, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory and will be accountable for this property as indicated above. This joint inventory will in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this contract.

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H.49 WARRANTY

a. Equipment Warranty Identification Tags - The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements outlined below.

(1) General Requirements: The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

(2) Tag Description and Installation: The tags shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

(3) Sample Tags: Sample tags shall be submitted to the Contracting Officer's Authorized Representative for his review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

(4) Duplicate Information: If the manufacturer's name, model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

(5) Execution: The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at his own expense, update the in-service and warranty expiration dates on these tags.

(6) Payment: The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment.

(7) Equipment Warranty Tag Replacement: Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an update warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the **work repaired or replaced**.

(8) The Contractor shall obtain all commercial warranties available on the major/minor equipment and turn them over to the Government at the conclusion of the task order. The Contractor shall also prepare a list of the companies which honor the warranties, including names, addresses and telephone numbers.

(b) Construction Warranty

(1) In addition to the commercial warranties described above, and in accordance with the Construction Warranty clause (See Section I) the Contractor shall provide a one-year warranty period on all Installation/modification work accomplished for each task order.

(2) The Contractor shall provide name, address, and telephone numbers of the Contractor's single point of contact for full time (24 hours) answering and response capability,

within the local service area of the warranted construction. The local service area is described as within a 180-mile radius of the Installation.

(3) If the Contractor fails to remedy any failure, defect, or damage within 24 hours of notification of the need for remedial action, the Government has the option of taking steps to remedy the failure and billing the Contractor. Where applicable, JCAHO standards shall apply to the issuance and utilization of these warranties.

H.50 CONSTRUCTION SCHEDULES

a. For each task order the Contractor will be required to prepare and submit to the Contracting Officer a practicable schedule as outlined in Section I, "SCHEDULES FOR CONSTRUCTION CONTRACTS". The schedule must include activities for submittal approval, as-built drawings, final clean up and inspection, correction of punchlist items and final payroll submittal and Operation and Maintenance manuals.

b. The Contractor shall utilize a computer software program to generate his construction schedule. Software program shall include all requirements for "Schedule for Construction Contracts", FAR 52.236-15. Construction contract schedules will be submitted both on disk and in paper copy.

H.51 PROBLEM REPORTING

The Contractor shall promptly report to the Contracting Officer Representative (COR) all construction problems or design deficiencies encountered during construction. Report will include recommended solutions or alternatives. The reporting is to be done on a form provided by the Contractor. This may be called a Corrective Action Request (CAR), Request for Information (or Instruction) (RFI) or whatever title the Contractor desires as long as the form and title are acceptable to the COR.

H.52 INSTALLATION DESIGN GUIDE

The Installation Design Guide (IDG) provides guidance which, when applied to the planning, programming, design, and execution of individual projects, will result in improving and maintaining the quality of the visual environment of the Installation.

H.53 BONDS

(a) Bonds listed below are required when the bid amount exceeds \$25,000. The name and business address of the surety shown on the executed bond forms submitted in response to this solicitation must be the same as the name and business address listed for the surety in Department of Treasury Circular 570. Any offeror required to furnish a bond has an option to furnish such bond in the form of a firm commitment with good and sufficient surety or sureties acceptable to the Government, such as Standard Form 24 (for Bid Bond); Standard Form 25 (for Performance Bond); Standard Form 25-A (for Payment Bond); postal money order, certified check, cashier's check, bank draft, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

(b) Bid Bonds. Each offeror shall submit with his offer a Bid Bond on Standard Form 24 with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Section I, BID GUARANTEE, in the amount of the guarantee minimum.

NOTE: Offerors shall submit with the bid bond a letter of confirmation from their surety which indicates the surety's intent to provide performance and payment bonds as required elsewhere in this solicitation.

(c) Performance and Payment Bond. Within ten (10) days after notification of award of the contract, the contractor shall execute and furnish two bonds, each with good and sufficient surety or sureties acceptable to the Government, namely a performance bond and a payment bond. (Standard Form 25, Performance Bond, and Standard Form 25-A, Payment Bond, may be obtained from the RFP issuing office for execution by the contractor). Any bonds furnished shall be furnished by the Contractor to the Government prior to commencement of contract performance. The penal sums of such bonds will be as follows:

(1) Performance Bonds. The penal sum of the performance bond shall equal \$300,000.00. Additional performance bonds as allowed by Section I, ADDITIONAL BOND SECURITY, shall be acquired by the Contractor to meet the requirement of all task orders issued. All Performance Bonds cost are included within the Contractor's coefficient.

(2) Payment Bonds. The penal sum of the payment bond shall equal \$300,000.00. Additional payment bonds as allowed by Section I, ADDITIONAL BOND SURITY, shall be acquired by the Contractor to meet the requirement of all task orders issued. All Payment Bonds cost are included within the Contractor's coefficient.

(3) The Contractor shall provide documentation for bonding on all task orders within ten (10) days after notification of award of the task order.

(d) Notwithstanding contract clause Section I, PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACT, paragraph (9), the Government will not reimburse the Contractor initially for the amount of premiums paid for the Performance and Payment Bonds. This payment will be made upon the issuance of task orders equaling the penal sum of the outstanding bonds.

FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE OFFER AS NONRESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS PROVIDED IN THIS RFP FOR LATE BIDS. FACSIMILE BONDS ARE NOT ACCEPTABLE

END OF SECTION H

APPENDIX A

EXAMPLES OF EMBEDDED SYSTEMS

Refer to paragraphs 52.000-4039 entitled, "Year 2000 Compliance" and 52.0000-4040 entitled, "Required Inventory of Information Technology" in Section 00800, Special Contract Requirements. Embedded systems may include, but are not limited to, the items listed below.

Heating Ventilation & Air Cond. (HVAC)

Thermostats w/ microchips
Building HVAC Control Systems
Chiller Control Systems
Boiler & Furnace Control Systems
Humidity Control Systems

Traffic Signals/Controls

Traffic Signal Controllers
Traffic Monitoring Systems
Car Parking and other Metering Systems

Fire Detection and Control

Fire Alarm Systems
Internal/External Sprinkler Systems
Fire Detection Systems
Fire Recorder Systems
Kitchen Fire Suppression Systems
Halon Systems
Carbon Dioxide Systems
Fire Trucks
Rescue Vehicles

Other Safety Related Systems

911 Emergency Tracking Systems
Emergency Notification Systems
Emergency Radio Systems

Elec Utility Mgt/Power Control Systems

Energy Demand Meters
Generator Control Systems
Energy Metering Systems
Emergency Generators
Emergency Lighting
Power Distribution System
Lighting Controls
Uninterruptable Power Supplies (UPS)

Water & Sewer Systems

Pump Controller Systems
Cooling/Heating Controller Systems
Potable/Process Purification Systems
Disinfectant Systems
Flow Monitoring Systems
Sampling & Testing Systems

Grounds Control Devices/Systems

Automated Sprinkler Systems
Automated Chemical Disbursement Sys
Grounds Maintenance Equipment

Environmental Testing/Control Systems

Built-In Test Equipment (BIT)
Envir. Alarm Systems (Gas, Sewage Lift)
Underground Storage Tank Monitoring Sys

Non-Vehicle People Movers

Elevators/Elevator Controllers
Escalator/Escalator Controllers
Slideways/Slideway Controllers
Lifts/Lift Controllers

Warehouses

Auto Inventory Retrieval Systems
Robotics
Automated Identification Technology (AIT)/
Barcode Based Systems

Vehicles

Sedans
Pick-up trucks
Waste removal trucks
Earth movers & Excavators
Forklifts
Bucket Trucks
Ambulances

APPENDIX A (Continued)

EXAMPLES OF EMBEDDED SYSTEMS

Security (other than locks) Systems

Intrusion Detection Systems
Non-Video Monitoring Systems
Video Monitoring Systems
Vault Systems
Traffic Monitoring Systems

Security - Lock Systems

Electronic Lock Systems
Card Reader Access Systems

Other Equipment

Cash Register Systems
Credit Card Reader Systems
Health Assessment Systems
Swimming Pool Filtration Systems
Golf/Athletic Field Irrigation Systems
Advertising Elect. Messaging Systems
Security Systems(Lights, Monitors, Locks)
Automated Bowling Scorers
Automotive Test Equipment
Amusement Machines
Automated or Digital Fitness Equipment
Automated Time Card Machines
Fitness Equipment
Automated Time Card Machines
Scanner Systems (Inv, POS, Registration)
Automated Recycling Equip & Systems
Automated Beverage Control Systems
Automated Special Events Systems
Automated Grounds Equipment
VCRs and Camcorders
Child Care Digital Equipment

Devices in Medical Facilities

Occ. Health/Industrial Hygiene Equipment
Health Promotional Equipment/Items
Health Care Equipment:
Patient Monitoring Systems
Pharmacy control & dispensing Systems
X-Ray Equipment Control Systems

Electronic Equipment

Fax Machines
Optical Scanners - Bar Code Readers
Video Conference Equipment
VCRs
Mail Sorters
Postage Meters & Automated Scales
Copy Machines
Printing Machines
Records Management Equipment

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I.121	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

SECTION I
CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (MAY 2001) – ALTERNATE I (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(End of clause)

I.2 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or

services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or

employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this

clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.9 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

I.10 52.204-2 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

I.11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

**I.12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED
FOR DEBARMENT (JUL 1995)**

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed

for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (End of clause)

I.13 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

I.14 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

I.15 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

I.16 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

I.17 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

I.18 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant

amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

I.20 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the

established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.21 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion of all contract actions.

(End of clause)

I.22 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within period specified in the Schedule.

(End of clause)

I.23 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(End of clause)

I.24 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.25 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I.26 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) ALTERNATE II (OCT 2000)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors.

Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive

subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to

facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I.27 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the

subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

I.28 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of [Contracting Officer insert the percentage] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment. _____ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.29 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens

to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I.30 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

I.31 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payroll and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications,

hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

I.32 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC

20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

I.33 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

I.34 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

I.35 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship

and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

I.36 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

I.37 52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

I.38 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

I.39 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

I.40 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.41 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I.42 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

I.43 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I.44 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the

solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for

the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

- (1) Actively participates in the group;
 - (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
 - (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
 - (4) Makes a good-faith effort to meet its individual goals and timetables; and
 - (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- (n) The Contractor shall designate a responsible official to--
- (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
 - (2) Submit reports as may be required by the Government; and
 - (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.
- Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

I.45 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve

the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in

employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

I.46 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

I.47 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

I.48 52.223-6 DRUG-FREE WORKPLACE (MAR 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of

sentence, or both, by any judicial body charged with the responsibility to deter - mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs;

and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

I.49 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**I.50 52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)**

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes

an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means --

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

Foreign construction material....
Domestic construction material...
Item 2:
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free

entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral,

attach summary.

Include other applicable supporting information.

(End of clause)

I.51 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

I.52 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility,

unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

I.53 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

I.54 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any

supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101. to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

I.55 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be the guaranteed minimum of the base period.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.56 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.57 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

I.58 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

ACCOMPANYING AMENDMENT NUMBER 0004 TO RFP DACA63-01-R-0013

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____. This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

I.59 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting

on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

I.60 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

I.61 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

(a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting

Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):

(i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or

(ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.

(b) After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.

(1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards-Educational Institution, which have an award date before the effective date of that standard or cost principle.

(2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4) (ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards-Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.

(3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.

(c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.

(d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5 or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.

(e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

(g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

I.62 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime

contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against

the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract

actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

I.63 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

I.64 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

I.65 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

I.66 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAR 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective

date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the

Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date

the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to

negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government;

or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in

accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

I.67 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the

EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

I.68 52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601 - 613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the

Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I.69 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any

contract between the Contractor and the Government.

I.70 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five (25) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.71 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

I.72 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the

Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

I.73 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions [insert a summary of weather records and warnings].

(c) Transportation facilities [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].

(d) [insert other pertinent information].

I.74 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

I.75 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

I.76 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I.77 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

I.78 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

I.79 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and

materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

I.80 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

I.81 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

I.82 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will
(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates;
and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all

pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

I.83 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

I.84 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is

not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

I.85 52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

I.86 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

I.87 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless

stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

I.88 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

I.89 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

I.90 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or

interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I.91 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

- (1) receipt of a written change order under paragraph (a) of this clause or
- (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

I.92 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAR 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.93 52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

I.94 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I.95 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.
- (c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in performing this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.
- (e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.96 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to

accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

I.97 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

I.98 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The

Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.99 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier

arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.100 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 11) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.101 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.102 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

I.103 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

I.104 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

I.105 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

I.106 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

I.107 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

I.108 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

I.109 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor

notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

I.110 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

I.111 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

I.112 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

I.113 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
- (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

- (1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/ findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

I.114 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

I.115 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

I.116 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

- (i) Material;
- (ii) Labor;
- (iii) Equipment;
- (iv) Subcontracts; and
- (v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

I.117 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or

misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings: AS ISSUED UNDER INDIVIDUAL TASK ORDERS

(End of clause)

I.118 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

I.119 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

I.120 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge,

or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development,

ACCOMPANYING AMENDMENT NUMBER 0004 TO RFP DACA63-01-R-0013

Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL _____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
 - (2) Are for a type of supplies described in paragraph (b)(3) of this clause.
- (End of clause)

I.121 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

ACCOMPANYING AMENDMENT NUMBER 0004 TO RFP DACA63-01-R-0013

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that--
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (End of clause)

END OF SECTION I

SECTION J
ATTACHMENTS

INDEX OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1	DIVISION 1 GENERAL REQUIREMENTS SPECIFICATIONS, VOLUME II (AM#4)
2	JOB ORDER CONTRACT TECHNICAL SPECIFICATIONS, VOLUME III
3	JOB ORDER CONTRACT UNIT PRICE BOOK (UPB), VOLUME IV
4	CONTRACT REGION MAP
5	AREA COST FACTOR (ACF) INDEX
6	FORMS STANDARD FORM 24 – BID BOND STANDARD FORM 25 – PERFORMANCE BOND STANDARD FORM 25A – PAYMENT BOND
7	JOB ORDER CONTRACTING GUIDE
8	VIDEO TELECONFERENCE AND COLLABORATION EQUIPMENT STANDARDS
9	VIDEO FORMAT FOR WEB/CD PRESENTATION
10	AM#0004 - DELETED
11	WAGE DETERMINATIONS DECISIONS
12	AFFIRMATIVE ACTION PLAN

SECTION 01312

CORRESPONDENCE

Am#4

PART 1 GENERAL

1.1 CORRESPONDENCE PROCEDURES

All correspondence sent to the Government, including letters, submittals, reports, test results, and other data as may be required by the Contract, along with backup documentation and attachments, shall be addressed to the Contracting Officer and sent to:

US Army Corps of Engineers
Fort Worth District
ATTN: CESWF-PM-J (MEDCOM Task Force)
PO Box 17300
Fort Worth, Texas 76102-0300

Contractor's letters to the Contracting Officer shall be separately serial numbered commencing with number 1, with no numbers missing or duplicated. All Contractor-issued serial letters shall be furnished in six copies (one original, four hard copies, and one machine readable copy). Enclosures attached or transmitted with the correspondence shall be furnished in five copies. Machine readable copies should have copies of attached letters included in the file, other attachments may be omitted. Machine readable copies shall be in Microsoft Word 2000. Machine readable copies shall be transmitted to the Resident Engineer on a weekly basis on floppy diskette (3-1/2 inch). Each letter shall be identified with it's serial number. Each letter shall make reference to the Contract number, Contract name and shall deal with only one subject.

All correspondence to the Contractor from the Contracting Officer will be serially numbered commencing with number 1, and will be forwarded in duplicate.

1.2 CONTRACTOR'S REQUEST FOR INFORMATION (RFI)

When the work details are not understood following a thorough review of the contract drawings and specifications the Contractor shall use a serial letter to request additional information from the Contracting Officer. The Contractor should recommend solutions to the issue based on his experience and first hand knowledge of the contract documents.

1.2.1 Administrative Costs of RFI

The Contractor shall recognize that a project of this nature typically involves many circumstances which will require clarification and interpretation by the Contracting Officer. The administrative cost of

identifying and processing RFI's shall therefore be anticipated and shall not be considered additional cost to the contract. This procedure is not intended to include those types of clarifications which can and should be resolved during the submittal process.

1.2.2 Misuse of RFI Process

In the event the Contractor misuses the RFI process by requesting information that is already available from the contract documents or by repeatedly making the same or similar inquiry where only the location (Am#4) varies, the Contracting Officer will deduct \$150 from the contract amount to cover the cost of processing the RFI.

(Am#4)Record Keeping: During the life of this contract numerous meetings will be held between representatives of the Government and the Contractor. The meetings may be requested by the Government, Prime, subcontractors and suppliers. The Prime Contractor shall be responsible for preparing the minutes of all such meetings. A written draft of the minutes will be submitted, within 2 working days after the meeting, to the Contracting Officer for review. Upon agreement of the text, the Contractor will transmit the minutes to the Contracting Officer by a serial letter. This document will become the official record of the meeting. Include in the minutes, as a minimum, names of attendees, firms represented, date and place of meeting, subjects discussed, commitments made, conclusions and decisions reached.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION 01454

CONTRACTOR QUALITY CONTROL
AM #1 AND #4

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1994a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction," (Am#4) Section C "Contractor Quality Control (CQC) Program," Section E "INSPECTION AND ACCEPTANCE," Specification Section 01430 "DESIGN QUALITY CONTROL (DQC)" and other QC provisions in the contract as they apply. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the

responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

(Am#4) The Contractor Quality Control (CQC) Program requirement under this contract includes a provision for a generic detailed Construction QC Plan that will apply throughout the life of the contract and used in conjunction with contractor developed supplements to the generic Construction QC plan tailored to each task order to address any special requirements and provide for specific details not included in the generic Construction QC plan.

The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first (Am#4) 10 days of operation. Construction will be permitted to begin only after acceptance of the (Am#4) construction CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a (Am#4) construction CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the Construction CQC Plan (Am#4)

The (Am#4) construction CQC Plan for each task order shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite

fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

(Am#4) After contract award, the generic Construction QC plan in conjunction with the CQC Program shall be submitted to the Contracting Officer for approval within 30 days, or an agreed to shorter period of award. For each Task Order, not later than 10 days, or an agreed to shorter period, after receipt of its notice to proceed, the Contractor shall furnish a supplement to the Construction QC Plan of the task order's specific requirements.

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

(Am#4) The COR shall notify the Contractor, in writing, of the acceptance of the CQC Plan and/or it's supplements. After acceptance, any changes proposed by the Contractor are subject to the acceptance of the Contracting Officer Representative.

3.2.4 Notification of Changes

After acceptance of the (Am#4) Construction QC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

3.3.1 Contract Generic Construction QC Plan (Am#4)

After the Contract Preconstruction Conference, before start of any task order, and prior to acceptance by the Government of the task order's generic Construction QC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control (CQC) system. The generic Construction QC Plan shall be submitted for review a minimum of 5 calendar days prior to the Contract Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.3.2 Task Order Site Specific Construction QC Plan (Am)#4

(Am#4)Prior to issuance of task order Notice-to-Proceed (NTP), before start of any task order, and prior to acceptance by the Government of the task order's Construction QC Plan, the Contractor shall meet with the Government's on-site representative(s) (i.e. at a minimum, the Quality Assurance Evaluator and/or Facility Manager) and discuss the Contractor's quality control (CQC) system. The task order site-specific Construction QC Plan shall be submitted for review a minimum of 5 calendar days prior to this Coordination Meeting. During the meeting, a mutual understanding of the system details shall be established, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Government's on-site representative(s). The minutes shall become a part of the task-order file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract

compliance. (Am#4) The Contractor shall ensure a CQC Officer presence at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. **For Education, Registration and Work Experience requirements see Volume 1, Section C, paragraph C.3.8.6 Contractor Quality Control (CQC) System Manager. (Am#1)** In addition to having experience in building construction, the Quality Control Manager will have experience in construction and remodeling of Medical Facilities. The CQC System Manager shall be assigned no other duties. **The CQC System Manager's representative at any task order site may have duties as project superintendent in addition to quality control unless required by a task order for the representative to have no other duties; and shall be on the site at all times during construction.**

(Am#4)The Contractor shall provide alternates for the CQC System Manager and for the CQC System Manager's representative at any task order site. These individuals shall be identified in the plan to serve in the event of the System Manager's and the CQC System Manager's Task Order Representative's absence. The requirements for the alternates shall be the same as for the designated CQC System Manager and CQC Officers.

3.4.3 CQC Personnel

3.4.3.1 CQC Staff

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts and work crews involved with the construction. Except as required for specialized CQC personnel, these personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.

3.4.3.2 Specialized CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization, **when required by the statement of work for each Task Order**, specialized personnel to assist the CQC System Manager for the following areas: electrical, mechanical, civil, structural, environmental, architectural, **hospital equipment, and hospital planning and life safety/OSHA. These personnel shall have experience in construction and remodeling of Medical Facilities.** These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education

and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

Area & Qualifications

a. Civil

Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience

b. Mechanical

Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience

c. Electrical

Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience

d. Structural

Graduate Structural Engineer with 2 yrs experience or person with 5 yrs related experience

e. Architectural

Graduate Architect with 2 yrs experience or person with 5 yrs related experience

f. Environmental

Graduate Environmental Engineer with 3 yrs experience

g. Hospital Equipment

Graduate Mechanical and/or Electrical Engineer with 2 yrs experience in hospital design and equipment or person with 5 yrs related experience

h. Hospital Planning and Life Safety/OSHA

Graduate Architect with 2 yrs experience in design of medical facilities or person with 5 yrs related experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager (Am#4) and CQC Officers shall have completed the course entitled "Construction Quality Management For Contractors". **This class is**

mandatory for the Contractor's Quality Control System Manager and QCQ Officers. Certificates issued upon successful completion are valid for five years. This course is periodically offered at the Fort Worth District, Corps of Engineers Office, Federal Building, Room 1A03, 819 Taylor Street, Fort Worth, Texas. Attendees must be fluent in the English language (able to read and write) at the high school level.

Registration is required; call (817) 978-9998 or (817) 978-3870 for times and reservations. There is no charge for the course; however the Contractor will pay for travel and per diem costs.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERIES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC (Am#4)Officer for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the task order drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved. (Only coded A or B shop drawing submittals will be considered "as approved." Submittals other than those coded A or B required to be resubmitted will delay the

preparatory phase meeting until they have been resubmitted and approved.)

- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 72 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC (Am#4)Officer and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC (Am#4)Officer and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.

- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC (Am#4)Officer and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if : the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.

- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$2,000 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Government-contract laboratory designated by the (Am#4) Medcom Support Team.

Coordination for each specific test, exact delivery location, and dates will be made through the (Am#4) Medcom Support Team.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Contract Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC (Am#4) Officer shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC (Am#4) Officer shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC (Am#4) Officer shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and

shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 12 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC (Am#4) Officer.

The report from the CQC (Am#4) Officer shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

- a. Minimum construction quality control report and the required

preparatory and initial inspection documentation.

b. All tests of piping systems or portions thereof shall be recorded on the "Piping System Test Report."

c. Built-up, Modified bitumen, Elastomeric single-ply roofing operations, including materials used, shall be reported on "CONTRACTOR'S INSPECTOR ROOFING CHECK LIST AND TEST REPORT."

d. Maintain current records of drilled pier construction and furnish to the Contracting Officer on a weekly basis detailed reports recorded on SWF Form 1175-J, "Construction Record Drilled Piers."

e. When operation and maintenance instructions for equipment are furnished to Government representatives by the Contractor, the Contractor's representative shall record on a form similar to that attached hereto the applicable data, including the name, organization, and signature of each person attending the instructions.

f. All tests on engine-generator sets shall be recorded on "Appendix A (FWDR form 415-1-170)" and "Appendix B (Frequency Control & Voltage Regulation)" forms.

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

SAMPLE FORMS

Sample QC forms follow this page.

(Sample of typical Contractor Quality Control Report)

CONTRACTOR'S NAME
(Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract

No.: _____

Description and Location of work:

WEATHER: (Clear) (P. Cloudy) (Cloudy);
Temperature: _____ Min. _____ Max;
Rainfall _____ inches.

Contractor/Subcontractors and Area of Responsibility with Labor Count for Each

a. _____

b. _____

c. _____

d. _____

Equipment Data: (Indicate items of construction equipment, other than hand tools, at the job site, and whether or not used.)

1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in Table above. If no work is performed, report the reason.)

2. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken.)

a. Preparatory Inspection:

b. Initial Inspection:

c. Follow-up Inspections:

3. Test Required by Plans and/or Specifications performed and Results of Tests:

4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)

5. Remarks: (Cover any conflicts in plans, specifications, or instructions or any delay to the job.)

6. Results of Safety Inspection: (Include safety violations and corrective actions taken.)

Contractor's Inspector

Page 1

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Chief of Quality Control

NOTE:

DO NOT LEAVE REPORT ITEMS BLANK

Items 1. through 6. must be reported every day. If there is no other report on an item, enter the work "none" in the reporting space. Reports with items left blank will be returned as incomplete.

Page 2

PREPARATORY PHASE CHECKLIST

Contract No. _____ Date: _____

Definable Feature: _____ Spec Section: _____

Gov't Rep Notified _____ Hours in Advance Yes _____ No _____

I. Personnel Present:

Name	Position	Company/Government
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

(List additional personnel on reverse side)

II. Submittals

1. Review submittals and/or submittal log 4288.
Have all submittals been approved? Yes _____ No _____

If no, what items have not been submitted?

a. _____

b. _____

c. _____

2. Are all materials on hand? Yes _____ No _____

If no, what items are missing?

a. _____

b. _____

c. _____

3. Check approved submittals against delivered materials. (This should be done as material arrives.)

Comments _____

III. Material storage

Are materials stored properly? Yes _____ No _____

If No, what action is taken? _____

IV. Specifications

1. Review each paragraph of specifications.

2. Discuss procedure for accomplishing the work.

3. Clarify any differences.

V. Preliminary Work and Permits

Ensure preliminary work is correct and permits are on file.

If not, what action is taken? _____

VI. Testing

1. Identify test to be performed, frequency, and by whom.

2. When required?

3. Where required?

4. Reviewing Testing Plan.

5. Have test facilities been approved?

VII. Safety

1. Review applicable portion of EM 385-1-1.

2. Activity Hazard Analysis approved? Yes _____ No _____

VIII. Corps of Engineers comments during meeting.

CQC REP

PPC Page 3

INITIAL PHASE CHECKLIST

Contract No. _____ Date: _____

Definable Feature: _____

Gov't Rep Notified _____ Hours in Advance Yes _____ No _____

I. Personnel Present:

	Name	Position	Company/Government
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

(List additional personnel on reverse side)

IC Page 1

II.

Identify full compliance with procedures identified at preparatory.
Coordinate plans, specifications, and submittals.

Comments

III. Preliminary Work. Ensure preliminary work is complete and correct.
If not, what action is taken?

IV. Establish Level of Workmanship.

1. Where is work located?_____

2. Is a sample panel required? Yes _____ No _____

3. Will the initial work be considered as a sample?

Yes _____ No _____

(If yes, maintain in present condition as long as possible.)

V. Resolve any differences.

Comments

IC Page 2

VI. Check Safety

Review job conditions using EM 385-1-1 and job hazard analysis.

Comments _____

CQC REP

IC Page 3

PIPING SYSTEM TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF SYSTEM OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED SYSTEM HAS BEEN TESTED AS
INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN
THE CONTRACT SPECIFICATIONS.

SIGNATURE OF INSPECTOR _____

DATE _____

REMARKS: _____

CONTRACTOR'S INSPECTOR ROOFING CHECK LIST AND TEST REPORT
(For each day of roofing operations)

Date_____ Weather_____

Contract No._____

All data required to be taken from labels on container:

1. Type of bitumen used with underlayment or insulation and area covered

2. Type of bitumen used with base sheet and area covered_____
3. Type of bitumen used for mopping 4-plyes_____
4. Type of bitumen used for flood coat or surfacing gravel_____
5. Type of thickness of insulation or underlayment used_____
6. Type of base sheet used_____
7. Type of felt used_____
8. Source of surface gravel and condition, wet, dry, clean_____
9. Roofing sample(s), location and weight_____
10. Bitumen sample furnished to the Government, quantity and type_____
11. Bitumen temperature checks, type of asphalt, time taken, maximum
temperature specified_____
- _____
- _____
12. Are brooms being used? Yes_____ No_____
13. Bituminous cement used, type and usage_____
14. Area covered_____
- _____
- _____

Contractor's Approved Authorized
Representative

Quality Control Inspector

Roofing Checklist Page 1

CONTRACT NO. _____

LOCATION _____

Operation and maintenance instructions were conducted for _____
(Type of Equipment)

_____ required by section_____, paragraph_____

on _____.
(Date)

The following personnel were present:

[illegible]

Instructions were given by _____
(Contractor's Representative)

O&M Page 1

-- End of Section --

JOB ORDER CONTRACT JOC TECHNICAL SPECIFICATIONS VOLUME III

FOR:

**MEDCOM SUPPORT TEAM
FORT WORTH**

(UPB localized to Fort Lewis – WA)



**FINAL
Aug 2001**

PREPARED BY:



U.S. COST INCORPORATED
WWW.USCOST.COM

AM#0004

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SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s)
in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

_____.----- _____
_____.----- _____

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)
ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the

Act.

(End of provision)

K.8 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

ACCOMPANYING AMENDMENT NUMBER 0004 TO RFP DACA63-01-R-0013

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

K.9 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

K10. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K12. 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the

Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

K.13 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign

Ownership Percentage, and

Government Identification of Foreign Government

(End of provision)

K.14 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

K.15 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OM
0348-0046

[illegible]

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OM
0348-0046

Reporting Entity: _____ Page _____ of _____

AM#0004

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- L.42 SUBCONTRACTING PLAN (VOLUME IV)**

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

LOCAL INSTRUCTION

L.1 PROJECT INFORMATION

- a. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone, (817) 978-3032.
- b. For information regarding proposal procedures or bonds, contact Contracting Division (817) 978-4413, or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.
- c. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

L.2 GENERAL NOTICES

- a. In the technical specifications wherever the term "stabilized aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."
- b. Offerors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in Offers is prescribed in 18 USC 1001. (FAR 52.214-4)
- c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

L.3 OFFEROR'S QUALIFICATIONS

Pursuant to FAR 9.1, before an offer is considered for award, the offeror will be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

L.4 NOTICE REGARDING POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

L.5 SUBCONTRACTING PLAN

- a. This notice applies to Large Businesses only.
- b. Reference FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN. The bidder/offeror shall take into consideration only those subcontracts that he/she will award when preparing the subcontracting plan required by the FAR.
- c. The Contracting Officer will NOT make award under this solicitation without an APPROVED subcontracting plan.
- d. To be approved, the plan must contain at a minimum, the eleven elements set forth in FAR 52.219-9, paragraph (d). Pursuant to AFARS 19.705-4(d), your plan will be reviewed and scored in accordance with AFARS Appendix CC to ensure it clearly represents your firm's ability to carry out

the terms and conditions set forth in the contract clauses. AFARS Appendix CC may be accessed via the Internet at <http://acqnet.sarda.army.mil/library/afar/afartoc.htm>.

e. Subcontracting Plan Floors. These are the minimum percentages of subcontracted dollars that will be approved. The current floors for Fiscal Year 2001 are as follows:

Small Business	61.4%
Small Disadvantages Business	9.1%
Women-Owned Small Business	5.0%
American Veteran-Owned Small Business	3.0%
Historically Black Colleges/Universities and Minority	2.0%
Institutions (where applicable)	
HUBZone Small Business	1.0%

f. Current copies of Standard Form 294 and 295 can be found at <http://www.gsa.gov/forms/farnumer.htm>.

L.6 AMENDMENT TO THIS REQUEST FOR PROPOSALS (RFP)

All amendments to this RFP n will be made through the use of the Internet. No additional media (CD ROMS, Floppy Disks, Faxes, or paper) will be provided unless the Government determines that it is necessary. Contractors may view/download this solicitation and all amendments from the Internet after solicitation issuance at the following Internet address: <http://ebs.swf.usace.army.mil>. All offerors are required to check the Ft. Worth District Contracting Division website daily to be notified of any changes to this solicitation.

L.7 SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES

The Security interest, including pledged assets as set forth in the FAR 52.228-11, PLEDGES OF ASSETS, and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. Failure to provide with the bid bond a pledge of assets (security interest) in accordance with FAR 28.203-1 will result in rejection of a bid which is bonded by individual sureties.

L.8 ESTIMATED CONSTRUCTION COST

The estimated cost of the proposed construction is not-to-exceed \$20,000,000.00 for each contract.

L.9 PARTNERING

In order to accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

L.10 PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

L.11 PERFORMANCE OF WORK BY CONTRACTOR

The successful bidder/offeror must furnish the Contracting Officer within 20 days after award the following a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

AM#0002

L.12 BASIS OF AWARD

(a) The Government will award a firm fixed-price contract to that responsible Offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be most advantageous to the Government, quality (comprised of technical approach and performance capability factors), price and other factors considered. **All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.** As technical scores and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

(b) The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reflect any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest priced offer is accepted, that offer must be sufficiently more advantageous than the lowest priced offer to justify the payment of additional amounts.

(c) Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

L.13 PREPROPOSAL CONFERENCE

a. A preproposal conference will be held:

DATE: June 29, 2001
LOCATION: Fort Worth, Texas
SITE: Federal Office Building
Room 1A03/Training
819 Taylor Street
TIME: 10:00 a.m.

An information meeting is scheduled. Seating is limited. The first 80 requests will be accepted. Please limit your request to two participants. Those wishing to attend should fax a request to 817/978-4547, ATTN: Frank Wilson, voice 817/978-4413. Please provide your company name, phone and fax numbers and name and title of participant(s). Prospective offerors are encouraged to submit, in writing prior to the preproposal conference, any questions they desire to be discussed and answered at the conference. Although questions will be accepted at the conference, it is highly recommended that inquiries be submitted in writing not later than 3 working days prior to the conference to assure all questions can be appropriately answered at the conference.

Your questions may be submitted to the following:

By FAX: (817) 978-4547

By Mail:

US Army Corps of Engineer District, Fort Worth
ATTN: CESWF-CT-C (Wilson)
Post Office Box 17300
819 Taylor Street, Room 2A19

Fort Worth, Texas 76102-0300
By Email: Frank.A.Wilson@swf02.usace.army.mil

FAR INSTRUCTIONS

L.14 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The price in this offer have been arrived at independently, without, for the purpose of restricting competition, and consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

L.15 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.

- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

L.16 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

L.17 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

AM#0004 L.18 **DELETED (SEE SECTION I, PARAGRAPH I.14)**

AM#0004 L.19 **DELETED (SEE SECTION I, PARAGRAPH I.15)**

L.20 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAR 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal. In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are

not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may

be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.21 52.215-5 SOLICITATION DEFINITIONS (JUL 1987)

"Government" means United States Government.

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

(End of provision)

L.22 13 52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(End of provision)

(AV 7-2003.40 1969 OCT)

L.23 52.215-8 AMENDMENTS TO SOLICITATIONS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

(End of provision)

L.24 52.215-9 SUBMISSION OF OFFERS (JUL 1995)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

(d) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(e) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

(End of provision)

L.25 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (JUL 1995)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(5) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(End of provision)

L.26 52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall--

(a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];" and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

(End of provision)

(R 3-501(b) Sec L (xxiv))

L.27 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

(End of provision)

(R SF 33A, Para 3, 1978 JAN)

L.28 52.215-38 PREPARATION OF OFFERS--CONSTRUCTION (JAN 1991)

(a) Offers must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.

(b) The offer form may require Offerors to submit offer prices for one or more items on various bases, including--

- (1) Lump sum offer;
- (2) Alternate prices;
- (3) Units of construction; or

(4) Any combination of subparagraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires an offer on all items, failure to do so will disqualify the offer. If an offer on all items is not required, Offerors should insert the words "no offer" in the space provided for any item on which no price is submitted.

(d) Alternate offers will not be considered unless this solicitation authorizes their submission.

(End of provision)

L.29 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of two (2) - Firm-Fixed Price, Job Order Contracts (JOC) resulting from this solicitation.

(End of clause)

L.30 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

L.31 52.232-14 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (APR 1984)

The Progress Payments clause will be available only to small business concerns. Any bid conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive if the bidder is not a small business concern.

L.32 52.232-28 INVITATION TO PROPOSE PERFORMANCE -BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

L.33 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Chief, Contracting Division
U.S. Army Corps of Engineers, Fort Worth District
819 Taylor Street
Post Office Box 17300
Room 2A19
Fort Worth, Texas 76102-0300

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.34 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

AM#0004 L.35 DELETED (SEE SECTION I, PARAGRAPH I.105)

AM#0004 L.36 DELETED (SEE SECTION I, PARAGRAPH I.107)

L.37 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

L.38 DIRECTIONS FOR SUBMISSION OF OFFERS

Mailed proposals should be addressed to:

U.S. Army Engineer District, Fort Worth
ATTN: CESWF-CT-C, Frank A. Wilson
Post Office Box 17300
819 Taylor Street, Room 2A19
Fort Worth, Texas 76102-0300

Handcarried proposals may be delivered to:

U.S. Army Engineer District, Fort Worth
Fritz G. Lanham Federal Building
Contracting Division, Room 2A19
819 Taylor Street
Fort Worth, Texas 76102-0300

AM#0001 L.39 PROPOSAL SUBMISSION INSTRUCTIONS

a. PROPOSAL FORMAT: Proposals shall be submitted on 8 1/2 by 11 inch paper with any foldout sheets limited to 17 inches. Proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g., changes shall be underlined or printed in bold face. Revised pages shall be numbered, dated, submitted in appropriate number of copies, and shall be submitted on paper that is a different color than the original. Offerors are to submit four volumes, in two separate envelopes, as follows:

(1) Volume I Technical Proposal (original and eight copies)

(2) Volume II Past Performance (original and eight copies)

(3) Volume III Price Proposal

(a) Price proposal (original and three copies)

(b) Price proposal supporting documentation (original and three copies)

(c) Bid bond (original and three copies)

(d) Surety's letter of intent to provide performance and payment bonds for any resulting contract (original and three copies)

(4) Volume IV Subcontracting Plans (if offeror is a large business) (original and three copies, submit in Price Proposal Envelope)

b. An index of the sections shall be provided and should contain the title of the matters discussed referencing the specific topics addressed within this section of instructions. **The narrative** discussions shall be related as to Section C.

c. Offerors are cautioned that "parroting" of the requirements with a statement of intent to perform does not reveal the offeror's understanding of the problem or his capability to solve it. The inclusion of

"filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this solicitation.

d. **PROPOSAL CONTENT:** Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal from both a technical and management standpoint. Offerors shall identify technical uncertainties and assumptions within the requirement set forth in this solicitation and provide specific proposal assumptions concerning the offeror's intent, capabilities, facilities, and experiences. Clear identification is the sole responsibility of the offeror.

e. **TECHNICAL PROPOSALS:**

(1) **TECHNICAL PROPOSALS SHALL NOT INCLUDE PRICE OR PRICING INFORMATION.**

(2) **TECHNICAL PROPOSALS (Volume I)** shall be submitted separately from the price proposal in an envelope or container clearly marked "Technical Proposal, RFP No. DACA63-01-R-0013." The technical proposal shall be limited to one three-inch (3"), three-ring binder. Pages shall be single-sided, using print which is 10 characters per inch or larger. Where any proposal exceeds the specified limit of one three-inch binder, only data presented in the first three-inch binder will be considered. Additional pages will not be considered for evaluation. Submit an original and nine copies of the technical proposal.

(3) **Past Performance (Volume II)** shall be submitted as a separate volume. Limit data to a maximum of 25 pages for the entire volume. Submit an original and nine copies. Submit information pertaining to current and completed contracts which you consider relevant to demonstrate your ability to perform the proposed contract effort. Explain what aspects of the contracts are relevant to the stated required efforts."

(4) To assure information is properly presented and to aid the Government in the evaluation process, offerors are requested to present technical proposal information in accordance with the instructions presented below and in Section M, Evaluation Factors for Award, which identifies factors and subfactors (in descending order of importance) to be addressed in each proposal. Offerors should use title blocks and/or cover pages to identify individual and separate responses to each criterion/subcriterion in the technical proposal. Cover each item in sufficient detail to clearly address required information in order to preclude the proposal from being returned as incomplete or rejected because an item has not been addressed.

- (a) Management Ability (Volume I)
- (b) Past Performance (Volume II)
- (c) Quality Control Program (Volume I)
- (e) Subcontracting Support Capability (Volume I)
- (f) Clarity of Proposal (Volumes I, II, III, and VI)

f. **PRICE PROPOSAL (Volume III):**

(1) The price proposal shall be submitted separately from the technical proposal in an envelope clearly marked "Pricing proposal, RFP No. DACA63-01-R-0013." Submit an original and **three copies** of the pricing proposal.

NOTE: The offeror shall include with the price proposal supporting documentation (all cost and pricing information) and rationale utilized to compute the coefficients entered in Section B. This information should define and explain the offeror's methodology of computing the coefficient. Supporting documentation shall include rates, bases, and methods of computation. Offerors are reminded this information is required for evaluation purposes only and that the coefficient submitted in Section B must represent all allowable costs as directed in Section B Notes. There is no limit to the number of pages for this supporting documentation.

(2) **BID BOND:** Bid Bond and surety's letter of intent to provide performance and payment bonds. **Submit an original and three copies.**

g. **SUBCONTRACTING PLAN (Volume IV):** All large businesses shall submit a subcontracting plan as a separate volume ~~and submitted with the Price Proposal envelope~~. The plan should be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award of the contract. The subcontracting plan submitted by a large business will be reviewed for compliance and will be scored in accordance with AFARS 19.7, Appendix CC. The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process.

h. Offerors are cautioned to submit sufficient information to enable the evaluation team to fully ascertain each offeror's capability to perform all requirements contemplated by this solicitation. The data submitted with each proposal should be complete and concise, but not overly elaborate. Reliance on promotional brochures is discouraged. The technical proposal must include necessary information to enable evaluators to form a concrete conclusion regarding the offeror's ability to perform complete execution of required construction services. In no case shall words such as "we will comply with the requirements of the contract" or equivalent statements be acceptable to meet the requirements of this request for proposals. Failure to comply with these instructions may result in rejection of the offeror's proposal. All commitments made in the proposal, which are in excess of the minimum requirements stated in the solicitation, will become a part of the resultant contract.

i. The Government may award a contract based upon initial offers received without discussion of such offers. Therefore, each initial offer should be submitted with the most favorable terms from a technical and price/cost standpoint which the offeror can submit to the Government.

AM#0001 L.40 TECHNICAL PROPOSAL AND PAST PERFORMANCE (VOLUMES I AND II)

Offerors' management proposals shall address the areas listed below in a format which follows the outline of evaluation factors specified in Section M, EVALUATION FACTORS FOR AWARD. TECHNICAL PROPOSAL (VOLUMES I AND II):

1. MANAGEMENT ABILITY (VOLUME I): Overall management ability to provide off-site technical support staff; the ability to provide corporate resources to comply with contract requirements, the ability to manage/construct multiple small to medium-scale construction and repair projects in different locations simultaneously; plan to demonstrate response time to Government needs and requests; plan to administer payroll and labor relations functions; management plan for on-site staff to include key managers and proposed staff. List proposed management staff, their backgrounds, and their respective positions with regard to this contract. Areas of consideration should be:

(A) MANAGEMENT PLAN: Offeror shall furnish an organization chart depicting the management structure proposed for the RFP and any resulting contract. Offeror's organization shall show supervision and quality control during all phases of work. Offerors shall identify the principal program personnel as outlined in Section C, RESPONSIBILITIES, with their areas of responsibility and relationship with the management structure. Qualifications of the principle program personnel shall be provided in resume format. Offeror shall have personnel of suitable background and experience to assure that all of the anticipated disciplines required in the RFP and proposed contract are represented. For all key personnel proposed, Offeror shall show if the employees will be employed full or part time, if they will have single or dual function responsibility (ies) and what those responsibilities will be.

(B) TECHNICAL SUPPORT: Offeror shall furnish an organizational chart depicting the management structure proposed for the proposed contract. Capability of the off-site technical staff; plan for architect-engineering support; and a list of registered professional engineers, their disciplines and their roles in the contract. Provide a detailed list of individuals' experience with general project management and dealing with negotiated contracts.

(C) CORPORATE SUPPORT: Offeror shall furnish an organizational chart depicting the management structure proposed for the proposed contract. Offeror shall demonstrate related corporate support. Corporate support is defined as the proven ability to provide resources from other parts of the corporation for unusual needs such as increased workload in a compressed time frame. Offeror shall provide a company resource chart that includes the following information:

- (1) The number of personnel employed, also give breakdown of each discipline
- (2) A description of related experience (as stated in Section C)
- (3) Resumes for the Program Manager, Project Manager and Quality Control Manager

(D) RELATED EXPERIENCE: Provide a detailed narrative that demonstrates" ability to manage/construct multiple (i.e., as many as 20 or more) small- to medium-scale construction and repair projects in different locations, simultaneously, and list projects pertaining to the last five (5) years any Federal, State and local government, and/or private contracts performed by the Offeror that are similar in nature to the requirements in this RFP. Include dates, and name and telephone numbers for points of contact for individual projects discussed in this required narrative.

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(1) Be specific regarding experience, especially that relating to medical facilities maintenance and repair projects and minor new construction for medical facilities.

(2) Identify scopes of work in previous projects to include types and levels of skills, trades, equipment utilized on these projects, and final performance evaluations for each project.

(E) RESPONSE TIME: Address responsibilities, capabilities, and levels of authority proposed for management staff to assure project accomplishment in a timely and responsive manner. Describe, in detail, management controls in this process, and discuss staffing levels available to scope and negotiate numerous task orders simultaneously and effectively. Offeror shall demonstrate related corporate support. Corporate support is defined as the proven ability to provide resources from other parts of the corporation for unusual needs such as increased workload in a compressed time frame. Offeror shall provide a company resource chart that includes the following information:

(1) The number of personnel employed, also give breakdown of each discipline

(2) A description of related experience (as stated in Section C)

(F) PAYROLL/LABOR RELATIONS: Describe staffing and training proposed to perform payroll administration and labor relation functions. Describe past experience of payroll and labor relations of staff to be assigned to the contract effort.

2. PAST PERFORMANCE (VOLUME II) (quality of Offeror's work and how well Offeror performed): Each offeror shall submit a past performance volume. Offerors shall provide information that indicates their ability to perform the proposed contract effort. Offeror shall provide information pertaining to the last five (5) active/completed Federal, State and local government, and/or private contracts performed by the Offeror that are similar in nature to the requirements in the RFP currently being evaluated -- i.e., processing multiple task orders simultaneously, working in/with medical facilities. Offeror shall explain what aspects of the previously performed contracts are relevant to the effort required by this RFP.

The required information submitted will be evaluated for the following items (A), (B), (C), (D), and (E) - numeric items (i.e., (1), (2)) are the areas to be considered when scoring items (A), (B), (C), and (D):

(A) Effectiveness of Management as to:

- (1) Cooperation and Responsiveness
- (2) Management of Resources, Personnel
- (3) Coordination and Control of Subcontractors
- (4) Adequacy of Site Clean-Up
- (5) Effectiveness of Job-Site Supervision
- (6) Compliance with Laws and Regulations
- (7) Professional Conduct
- (8) Review/Resolution of Subcontractor's Issues
- (9) Implementation of Subcontracting Plan (if Large Bus)

(B) Timely Performance as to:

- (1) Adequacy of Initial Progress
- (2) Adherence to Approved Schedule
- (3) Resolution of Delays
- (4) Submission of Required Documentation
- (5) Completion of Punchlist Items
- (6) Submission of updated and Revised Progress Schedules
- (7) Warranty Response

(C) Quality Control as to:

- (1) Quality of Workmanship
- (2) Adequacy of the CQC Plan
- (3) Implementation of the CQC Plan
- (4) Quality of QC Documentation
- (5) Storage of Materials
- (6) Adequacy of Materials
- (7) Adequacy of Submittals
- (8) Adequacy of QC Testing
- (9) Use of Specified Materials
- (10) Identification/Correction of Deficient Work in a Timely Manner

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- (D) Compliance with Labor Standards as to:
 - (1) Correction of Noted Deficiencies
 - (2) Payrolls Properly Completed and Submitted
 - (3) Compliance with Labor Laws and Regulations with Specific Attention to the Davis-Bacon Act and EEO Requirements
 - (E) Compliance with Safety Standards as to:
 - (1) Adequacy of Safety Plan
 - (2) Implementation of Safety Plan
 - (3) Correction of Noted Deficiencies
- Submit "the following" information "for projects" which you consider relevant to demonstrate your ability to perform the proposed contract effort.
- (A) Company Name (if different than Offeror's name, and Offeror shall explain the circumstances that caused the company name to be changed)
 - (B) Contract/Project Title (Government and Commercial)
 - (C) Project Manager/Engineer name and description of responsibilities/authorities
 - (D) Contracting Agency
 - (E) Contract Number
 - (F) Name, Address, and Telephone Number of Administrative Contracting Officer and Contracting Officer
 - (G) Brief description of Effort (include percentage of work completed by the prime contractor and disciplines of work performed))
 - (H) Number and severity of problems encountered, type of any subsequent corrective actions, and the effectiveness of that corrective action (s)
 - (I) Type of Contract (Firm-Fixed Price, Cost-Reimbursement, Incentive, Indefinite-Delivery, etc.)
 - (J) Period of Performance
 - (K) Original Contract Dollar Value and Current/Final Contract Dollar Value
 - (L) Original Completion Date and Actual Completion Date
 - (M) Point of Contact and Phone numbers of Three Different Supplies
 - (N) Name of Bank
 - (O) Name and Phone Number of Bank Point of Contact

NOTE: Please notify your bank that the Corps of Engineers may contact them and authorize them to release the following information regarding your account:

- (i) Number of Years Business Conducted With Bank
- (ii) Types of Open Accounts
- (iii) Mean by Which Loans are Secured
- (iv) Balance of Current Accounts (the bank will provide a "range of figures" for this information (i.e., medium five-figure range, etc.))

Provide Performance Evaluation Documents associated with the contract information required above, e.g. Standard Form 1420 Contractor Performance Evaluation, or equivalent.

Offerors shall identify those companies holding their worker's compensation policy(ies) for the past five years. Offerors shall provide their OSHA Form 200 for the same period for the Government's review, and mishap rates shall at least show a declining trend. Offerors shall list any subcontractors used, shall identify sizes and types of major mechanical, electrical, and utility control systems equipment used, and shall show the Offeror's percentage of participation on each job listed. The list shall indicate the Offeror's experience as a prime contractor. Failure to identify the subcontractors in the proposal shall invalidate their experience/credentials and that invalidated experience/credentials will not be considered or evaluated by the Government. If Offeror's list of experience was accomplished as a subcontractor, then the percentage (%) of work the Offeror expended (as subcontractor) on each job shall be shown.

FIRMS LACKING RELEVANT PAST PERFORMANCE HISTORY SHALL RECEIVE A NEUTRAL EVALUATION FOR PAST PERFORMANCE.

3. QUALITY CONTROL (VOLUME I): Quality control plan and staffing level to insure compliance with Government requirements as they are stated in the request for proposal.

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(A) Include inspection and acceptance procedures; workmanship and safety standards; meeting JCAHO Interim Life Safety Measures; submittals, testing, reporting, and shop drawing procedures; and QC staffing levels.

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(B) Explain how Contractor Quality Control requirements, as shown in the Contractor Quality Control exhibit, **DIVISION 1 SPECIFICATIONS**, will be incorporated into the contract effort.

4. SUBCONTRACTING SUPPORT CAPABILITY (VOLUME I): "Provide a detailed narrative" of relationships with subcontractors regarding response time and extent of subcontracting specialty. Be specific in description of experience with medical facility maintenance and repair work and minor new construction for medical facilities.

(A) Delineate means by which management will control timeliness and quality of subcontracted effort.

(B) Provide the number and size of proposed subcontractors, and your rationale for their selection. Be specific in description of experience with medical facility maintenance and repair work and minor new construction for medical facilities.

5. CLARITY OF PROPOSAL AND SUITABILITY FOR INCLUSION IN THE CONTRACT (VOLUMES I, II, III, and IV): The offeror's proposal will become a contract document upon contract award. It is important that the proposal be written in a clear, concise manner. The proposal shall present the details that follow same order as the evaluation factors in Section M to permit the Government to promptly, completely and accurately evaluate the proposal from both a management and technical standpoint. Offeror shall identify any technical uncertainties and assumptions within the requirements as set forth in the RFP, and offeror shall provide specific proposals for the resolution of any technical uncertainties or assumptions so identified. The Government will not make any assumptions concerning the Offeror's intent, capabilities, facilities, or experience. Clear identification of the pertinent details shall rest solely with the Offeror."

L.41 PRICE PROPOSAL (VOLUME III)

a. The envelope containing the price proposal should be sealed and marked in the bottom right-hand corner PRICE PROPOSAL SUBMITTED UNDER RFP NO. DACA63-01-R-0013.

b. Offerors shall submit their price proposal with a completed Standard Form 1442 (Solicitation, Offer, and Award), Section B (Supplies or Services & Prices/Costs), Section K (Representations, Certifications and Other statements of Offerors), and Bid Bond as provided in the solicitation.

c. Additional information to be included with the price proposal are the surety's letter of commitment (see Section L, clauses entitled "Bonds"), and documentation to support coefficient calculations (see Section B Notes and Section L, clause entitled "Proposal Submission Instructions")."

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L.42 SUBCONTRACTING PLAN (VOLUME IV)

****THIS PARAGRAPH APPLIES TO LARGE BUSINESSES ONLY****

Volume IV Subcontracting Plan **may** be submit in Price Proposal (Volume III) Envelope **or the subcontracting plan (if submitted in a separate envelope) should be sealed and marked in the bottom right-hand corner SUBCONTRACTING PLAN SUBMITTED UNDER RFP NO. DACA63-01-R-0013.**

All large businesses shall submit a subcontracting plan along with their technical, past performance, and price proposal. The plan should be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award of the contract. The subcontracting plan will be reviewed for compliance and will be scored in accordance with AFARS 19.7, Appendix CC. The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process.

END OF SECTION L

OFFERORS CHECKLIST

PART 1 GENERAL

1.1 OFFEROR'S CHECKLIST

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- ☐ Have you acknowledged all amendments?
- ☐ Have you completed the Offeror's Representations and Certifications?
- ☐ Is your proposal properly signed?
- ☐ Has the CAGE code been included in the block with your name and address?
- ☐ Is a bid bond included with your proposal? (A late bid bond is treated the same as a late bid.)
- ☐ Is your bid bond in the proper amount? (Usually 20% of total bid price.)
- ☐ Is the bond properly signed by both the offeror and surety and are all required seals affixed?
- ☐ Is the name in which you submitted the bid the same on your bid as on your bid bond?
- ☐ If required, have you entered a unit price for each bid item? (The solicitation will specifically state when this is necessary.)
- ☐ Are decimals in unit prices in the proper places? Are your figures legible?
- ☐ Are the extensions of your unit prices, and your total bid price correct?
- ☐ Are all erasures or corrections initialed by the person signing the bid?
- ☐ Have you restricted your proposal by altering the provisions of the solicitation?
- ☐ Is the envelope containing your proposal properly identified that it is a sealed bid and does it contain the correct solicitation number and bid opening time?
- ☐ Will your proposal arrive on time? Late hand-carried proposals will not be considered. Late mailed proposals may be considered if sent by Registered or Certified Mail, 5 days prior to the date for receipt of proposals; if late receipt was due to delay in mails, or if specific requirements have been met. (See paragraph pertaining to "Late Submissions, Modifications, and Withdrawals of Proposals.")
- ☐ Telegraphic modifications to a proposal: The District's capability to receive messages is limited and could become saturated when numerous offerors are trying to send modifications to their proposals. It is the offeror's responsibility to insure that telegraphic modifications are received prior to the time established for bid opening. Telephonic verification of the receipt of a telegraphic bid modification cannot be provided. Late telegraphic modifications cannot be considered except under the conditions contained herein.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

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SECTION M
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SECTION M
EVALUATION FACTORS FOR AWARD

M.1 CRITERIA FOR AWARD

- a. This Section outlines the criteria which the Government will consider to evaluate the offeror's capabilities and proposals for the JOC contract. These criteria reflect the scope of the evaluation to be performed on proposals submitted in response to the RFP. Evaluations will be accomplished by comparing offeror capabilities and proposal elements against Government requirements. Section L (Instructions, Conditions, and Notices to Offerors) defines proposal elements and data to be submitted in each offeror's proposal.
- b. The offeror's technical proposal and the Army's Job Order Contract Guide will be incorporated into the contract award documents.

M.2 DETERMINATION OF COMPETITIVE RANGE

Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range for proposals submitted as a result of this solicitation will consider such factors as technical evaluation/ranking of the proposal, initial cost/price proposed, and other items as set forth in Section M of this solicitation. Offerors are hereby advised that only those most highly rated proposals will be included in the competitive range. Offerors who are not included in the competitive range will be promptly notified.

M.3 CONTRACTOR RESPONSIBILITY

To be eligible for award of a contract pursuant to subject solicitation, an offeror must be determined by the Contracting Officer to be a responsible prospective contractor. To be determined responsible, a contractor must:

- a. Have adequate resources, or the ability to obtain such resources, sufficient to perform the contract.
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all its existing commercial and governmental business commitments.
- c. Have a satisfactory performance record.
- d. Have a satisfactory record of integrity and business ethics.
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills (or the ability to obtain them).
- f. Have the necessary production, construction, and technical equipment and facilities (or the ability to obtain them).
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.4 EVALUATION OF TECHNICAL PROPOSAL

a. **BASIS FOR AWARD:** The Government intends to award a contract based upon initial offers received, without discussion of such offers. Each offer should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if that is later determined by the Contracting Officer to be necessary. The right is reserved to accept other than the lowest offer and to reject any or all offers. Award may be made to the superior offer which is not the lowest price offer, but which is sufficiently more advantageous than the lowest offer so as to justify the payment of a higher price. As technical

proposals become more equivalent, cost consideration becomes more significant and may become the determining factor for award. Any award price must be determined to be fair and reasonable. In the event technical and price become more equivalent for two or more large businesses, the subcontracting plan will become more significant and may become the determining factor for award. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

b. The technical proposals received in response to this request for proposal will be evaluated utilizing an evaluation system to select the proposal that is the most advantageous to the Government, considering other than just price and price related factors. The evaluation system will depict how well the offeror's proposal meets the evaluation standards and solicitation requirements.

c. A risk assessment will be determined for each criterion/subcriterion to assess the risks associated with the offeror's proposed effort as it relates to accomplishing the requirements of this solicitation.

d. For proposals to be considered responsive, each Offeror shall specifically address each of the evaluation factors set forth in this section. Offerors are cautioned to submit sufficient information to enable evaluators to fully ascertain the offeror's understanding of work tasks required and their capability to perform complete project execution of required contractual services. Any data submitted with a proposal should be concise and complete but not overly elaborate. Reliance on promotional brochures is discouraged.

e. Technical proposals must be submitted so as to be fully and clearly acceptable without additional explanation or information, since the Government reserves the right to make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted. However, the Government, may request from offerors additional information which clarifies or supplements, but does not basically change, any proposal as originally submitted.

f. In no case shall statements such as, "WE WILL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT", or equivalent statements, be acceptable to meet the requirements of this request for proposals.

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M.5 SPECIFIC CRITERIA FOR AWARD

a. The following MAJOR FACTORS, ~~listed in descending order of importance,~~ will be considered during proposal evaluation (see paragraph EVALUATION FACTORS FOR TECHNICAL PROPOSALS).

1. MANAGEMENT ABILITY (Volume I): The relative weight of Management Ability is 25% of the total relative weight of the technical proposal. Management Ability consists of six subfactors whose weights compose approximately 20%, 20%, 20%, 20%, 10%, and 10% (respectively) of the total relative weight of Management Ability.

2. PAST PERFORMANCE (Volume II): The relative weight of Past Performance is 25% of the total relative weight of the technical proposal. Past Performance consists of five subfactors whose weights compose approximately 30%, 25%, 20%, 15%, and 10% (respectively) of the total relative weight of Past Performance.

3. QUALITY CONTROL PROGRAM (Volume I): The relative weight of Quality Control Plan is 25% of the total relative weight of the technical proposal. Quality Control Plan consists of five subfactors whose weights compose approximately 20%, 20%, 20%, 20%, and 20% (respectively) of the total relative weight of Quality Control Plan.

4. SUBCONTRACTING SUPPORT CAPABILITY (Volume I): The relative weight of Subcontracting Support Capability is 20% of the total relative weight of the technical proposal. Subcontracting Support Capability consists of **three** subfactors whose weights compose approximately 45%, 35%, and 20% (respectively) of the total relative weight of Subcontracting Support Capability.

5. CLARITY OF PROPOSAL (Volumes I, II, III, and IV): The relative weight of Clarity of Proposal is 5% of the total relative weight of the technical proposal.

6. PRICE/COST (Volume III): The evaluation of price will be based primarily upon the offeror's proposed coefficient.

NOTE: SEE REQUIREMENT TO SUBMIT COEFFICIENT CALCULATIONS (TO INCLUDE PROFIT), SECTION L, CLAUSE PROPOSAL SUBMISSION INSTRUCTIONS")

b. Work Plan/Price Proposal cost will also be considered. While price/cost will not be rated, it will be evaluated in terms of completeness, reasonableness, and realism (see paragraph EVALUATION FACTORS FOR PRICE PROPOSALS).

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M.6 EVALUATION FACTORS FOR TECHNICAL PROPOSALS

Emphasis will be placed on demonstrated ability to perform in the following areas.

a. MANAGEMENT ABILITY (Volume I): Overall management ability as evidenced by the following sub-factors:

1. Management plan for on-site staff to include a list of key managers and proposed staff, their backgrounds, and their respective positions with regard to this contract. Include in this information a list of technical personnel, project managers, business managers, and other on-site personnel and their qualifications, experience with related work, and respective positions with regard to this contract.

2. Technical Support - Capability of the off-site technical staff; plan for architect-engineering support; and registered professional engineers, their disciplines and their roles in the contract. Individuals' experience with general project management and negotiated contracts.

3. Corporate Support - Corporate support is defined as the proven ability to provide resources from other parts of the corporation for unusual needs such as increased workload in a compressed time frame. A plan of action for providing this corporate support in a timely manner. Training plan to ensure timely and fullest integration of workforce into the MEDJOC program to achieve its objectives and comply with contract requirements.

4. Related Experience - Demonstrate ability to manage/construct multiple (i.e., as many as 20 or more) small to medium-scale construction and repair projects, in different locations, simultaneously. Describe experience with various types of related construction work and capability to do same or similar related work. List projects completed within the last five (5) years to include duration dates, due dates, time extensions, agency, contact points on individual projects, and telephone numbers for point of contact. Indicate scopes of work; levels and types of skills, trades, and equipment utilized on completed projects; and final performance evaluation for each contract.

5. Proposed plan to demonstrate response time to Government needs and requests.

6. Proposed plan to administer payroll and labor relations functions.

b. PAST PERFORMANCE (Volume II): Overall past performance as evidenced by the following sub-factors:

1. Effectiveness of management

2. Timely Performance

3. Quality Control

4. Compliance with Labor Standards

5. Compliance with Safety Standards

c. QUALITY CONTROL PROGRAM (Volume I): Overall management ability as evidenced by the following sub-factors:

1. Contractor's plan for the inspection and acceptance of work. Address pertinent information regarding inspection of work, correction of nonconforming work, and acceptance and close-out procedures.

2. Proposed plan to communicate workmanship and safety standards to subcontractors.

3. Proposed plan to meet JCAHO Interim Life Safety Measures during construction in a medical facility.

4. Proposed plan for submittals and conformance to JOC specifications.

5. Proposed plan for providing testing, quality control reporting, and shop drawing and drafting support. Proposed plan for quality control staffing levels and quality control

responsibilities. Proposed testing methods and frequencies for soils, asphalt, concrete, and nondestructive tests.

d. SUBCONTRACTING SUPPORT CAPABILITY (Volume I): Overall management ability as evidenced by the following sub-factors, BE SPECIFIC IN DESCRIPTION OF EXPERIENCE WITH MEDICAL FACILITY MAINTENANCE AND REPAIR WORK AND MINOR NEW CONSTRUCTION FOR MEDICAL FACILITIES:

1. Describe plan to minimize response time between the prime contractor and his subcontractors.

2. Identify proposed subcontractors and services they will perform under this contract, both technical and trade subcontractors (include experience with maintenance and repair and new construction work of medical facilities). Identify each subcontractor's specialty and your rationale for their selection.

3. Describe plan to maximize small and small disadvantaged business participation.

e. CLARITY OF PROPOSAL (Volumes I, II, III, and IV): OVERALL MANAGEMENT ABILITY AS EVIDENCED BY THE FOLLOWING:

Offerors are informed their proposal will become a contract document upon award. It is important that proposals be written in a clear and concise manner. Offers will be evaluated for clarity and suitability for inclusion into a contract (see Section L).

M.7 EVALUATION FACTORS FOR PRICE PROPOSALS

a. The evaluation of price/cost will be based primarily upon each offeror's proposed coefficient (Work Plan/Price Proposal cost are also considered).

b. While proposed coefficients will not be rated as are technical evaluation criteria, they are considered to be a substantial factor and will be evaluated in terms of completeness, reasonableness, and realism in accordance with Army Federal Acquisition Regulation Supplement (AFARS) 15.404 Evaluation in this area will be geared toward determining the offeror's overall understanding of the proposed scope and effort of the specifications and of their adequate coverage of operating expenses.

1. Completeness: All price/cost information required by the request for proposals has been submitted, and the coefficient factors proposed conform with requirements specified in Sections B and L of the RFP.

2. Reasonableness: Prices/Costs are compatible with the proposed scope and effort of the specifications, i.e., costs are neither excessive nor insufficient for the effort to be accomplished. Unrealistically low or UNREALISTICALLY HIGH coefficients or other price/cost data may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirements or has made an improvident proposal.

3. Realism: Prices/Costs are fully justified and documented, i.e., developed by using appropriate and acceptable methodologies, factual or verifiable data, and estimates supported by valid and suitable assumptions and estimating techniques. NOTE: Offerors shall submit with the price proposal the data utilized to calculate coefficients (to include break out of profit figures) (as required in Section B Notes and in Section L). This data is required to support the proposed coefficients and for the Government to assess the offeror's understanding of contract requirements, ability to meet financial requirements (such as bonding), and to plan for covering initial cash flow deficits. Failure of the offeror to include this data may result in inability of the Government to determine the offeror's clear understanding of contractual requirements.

4. Award may be made to the superior offer which is not the lowest offered price, but which is sufficiently more advantageous than the lowest offer so as to justify the payment of a higher price. As technical proposals become more equivalent, cost consideration becomes more significant and may become the determining factor for award.

c. For evaluation purposes, the Government will assume that ninety-five (95%) of the work will be done during the 7:00 a.m. to 9:00 p.m. portion of the normal duty hours defined in this solicitation as 12:01 a.m. to 11:59 p.m.

M.8 SUBCONTRACTING PLANS

****FOR LARGE BUSINESSES ONLY:** Subcontracting plans will be reviewed for compliance with the FAR 52.219-9 and will be scored in accordance with AFARS 19.7, Appendix CC. If in the event technical and price becomes more equivalent for two or more large businesses who are being considered for award, the subcontracting plan will then become more significant and may become the determining factor for award.

(End of Clause)

END OF SECTION M